

United States

Circuit Court of Appeals

For the Ninth Circuit.

Transcript of Record.

(IN TWO VOLUMES.)

THE UNITED STATES OF AMERICA,

vs.

Appellant,

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, GENERAL PETROLEUM CORPORATION, PRODUCERS TRANSPORTATION COMPANY, BRITISH-AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. B. PERKEY, F. J. ELLIOTT, JOHN BARNESON and WILLIAM WALKER,

Appellees.

FILED

VOLUME I.

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(Pages 1 to 416, Inclusive.)

W. D. MONCKTON

CLERK

Upon Appeal from the United States District Court for the Southern District of California, Southern Division.

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Upon Appeal from the United States District Court for the Southern District of California, Southern Division.

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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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Agency.

*In the District Court of the United States for the
Southern District of California, Northern Divi-
sion, Ninth Circuit.*

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PE-
TROLEUM COMPANY, BANKLINE OIL
COMPANY, STANDARD OIL COMPANY,
GENERAL PIPE-LINE COMPANY OF
CALIFORNIA, INDEPENDENT OIL PRO-
DUCERS AGENCY, GENERAL PETRO-
LEUM CORPORATION, PRODUCERS
TRANSPORTATION COMPANY, BRIT-
ISH AMERICAN OIL COMPANY, NORTH
MIDWAY OIL COMPANY, SUSAN ELLI-
OTT, A. B. PERKEY, F. J. ELLIOTT, JOHN
BARNESON and WILLIAM WALKER,
Defendants.

Citation on Appeal.

The United States of America,—ss.

To Dominion Oil Company, General Petroleum Com-
pany, Bankline Oil Company, Standard Oil
Company, General Pipe-Line Company of Cali-
fornia, Independent Oil Producers Agency,
General Petroleum Corporation, Producers
Transportation Company, British-American Oil
Company, North Midway Oil Company, Susan
Elliott, A. B. Perkey, F. J. Elliott, John Barne-
son and William Walker, GREETING:

YOU ARE HEREBY CITED and admonished to be and appear at a United States Circuit Court of Appeals for the Ninth Circuit, to be holden at the city of San Francisco, in the State of California, within thirty (30) days from the date hereof, pursuant to an order allowing an appeal, of record in the clerk's office of the United States District Court for the Northern Division of the Southern District of California, wherein the United States of America is appellant and Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British-American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson and William Walker are appellees, to show cause, if any there be, why the decree rendered against the said appellant, as in the said order allowing appeal mentioned, should not be corrected and why speedy justice should not be done to the parties in that behalf.

WITNESS the Honorable R. S. BEAN, United States District Judge for the District of Oregon, this 27th day of June, in the year of our Lord one thousand nine hundred and nineteen, and of the Independence of the United States of America one hundred and forty-third.

R. S. BEAN,
District Judge.

Service of the above Citation is hereby accepted this 30th day of June, A. D. 1919, for and on behalf

of the appellees, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson and William Walker.

A. C. WEIL,

Solicitor for General Petroleum Company, Bankline Oil Company, General Pipe-Line Company of California, General Petroleum Corporation, John Barneson and William Walker.

J. R. PRINGLE,

Solicitor for Dominion Oil Company.

OSCAR SUTRO,

PILLSBURY, MADISON & SUTRO,

Solicitor for Standard Oil Company.

ANDREWS, TOLAND & ANDREWS,

Solicitor for Independent Oil Producers Agency, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey and F. J. Elliott.

[Endorsed]: No. A-58. In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit. United States of America vs. Dominion Oil Company et als. Citation on Appeal. Filed Sep. 16, 1919. Chas. N. Williams, Clerk. By Maury Curtis, Deputy Clerk.

*In the District Court of the United States for the
Southern District of California, Northern Divi-
sion, Ninth Circuit.*

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PE-
TROLEUM COMPANY, BANKLINE OIL
COMPANY, STANDARD OIL COMPANY,
GENERAL PIPE-LINE COMPANY OF
CALIFORNIA, INDEPENDENT OIL PRO-
DUCERS AGENCY, GENERAL PETRO-
LEUM CORPORATION, PRODUCERS
TRANSPORTATION COMPANY, BRIT-
ISH AMERICAN OIL COMPANY, NORTH
MIDWAY OIL COMPANY, SUSAN ELLI-
OTT, A. B. PERKEY, F. J. ELLIOTT, JOHN
BARNESON and WILLIAM WALKER,

Defendants. [2*]

*In the District Court of the United States for the
Southern District of California, Northern Divi-
sion, Ninth Circuit.*

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PE-
TROLEUM COMPANY, BANKLINE OIL

*Page-number appearing at foot of page of original certified Transcript
of Record.

COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, PRODUCERS TRANSPORTATION COMPANY, BRITISH AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. B. PERKEY, and F. J. ELLIOTT,
Defendants.

Bill of Complaint.

To the Judges of the District Court of the United States for the Southern District of California, Sitting Within and for the Northern Division of Said District:

The United States of America, by Thomas W. Gregory, its Attorney General, presents this, its bill in Equity, against Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey and F. J. Elliott (citizens and residents, respectively, as stated in the next succeeding paragraph of this [3] bill), and for cause of complaint alleges:

I.

Each of the defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers

Agency, Producers Transportation Company, British American Oil Company, and North Midway Oil Company, now is and at all the times hereinafter mentioned as to it was a corporation organized under the laws of the State of California.

The defendants, Susan Elliott, A. B. Perkey and F. J. Elliott, now are and at all the times hereinafter mentioned as to them were residents and citizens of the State of California, as complainant is advised and believes and so alleges.

II.

For a long time prior to and on the 27th day of September, 1909, and at all times since said date, the plaintiff has been and now is the owner and entitled to the possession of the following described petroleum, or mineral oil, and gas lands, to wit:

The Northwest quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. M.

and of the oil, petroleum, gas and all other minerals contained in said land.

III.

On the 27th day of September, 1909, the President of the United States, acting by and through the Secretary of the Interior and under the authority legally invested in him so to do, duly and regularly withdrew and reserved all of the land hereinbefore particularly described (together with other lands) from mineral exploration [4] and from all forms of location or settlement, selection, filing, entry, patent, occupation or disposal, under the mineral and nonmineral land laws of the United States, and

since said last-named date, none of said lands have been subject to exploration for mineral oil, petroleum or gas, occupation or the institution of any right under the public land laws of the United States.

IV.

Notwithstanding the premises and in violation of the proprietary and other rights of this plaintiff, and in violation of the laws of the United States and lawful orders and proclamations of the President of the United States, and particularly in violation of the said order of withdrawal of the 27th day of September, 1909, the defendants herein, to wit, Dominion Oil Company, General Petroleum Company and Bankline Oil Company, entered upon the said land hereinbefore particularly described long subsequent to the 27th day of September, 1909, for the purpose of exploring said land for petroleum and gas.

V.

Neither of said defendants, nor any person or corporation under or through whom they claim a right or interest in said land, had discovered petroleum oil, gas or other minerals on or in said land before said land was withdrawn, as hereinbefore stated, by said Withdrawal Order made on the 27th day of September, 1909, as hereinbefore set forth; and neither of said defendants had acquired any rights on or with respect to said lands, or any part thereof, on or prior to said date. [5]

VI.

Long after the said order of withdrawal of Sep-

tember 27th, 1909, to wit, some time in the latter part of the year 1910, as plaintiff is informed and believes, there was first produced minerals, to wit, petroleum and gas, on or from said land; and the defendants, Dominion Oil Company, General Petroleum Company and Bankline Oil Company, have produced and caused to be produced therefrom large quantities of petroleum and gas, but the exact amount so produced plaintiff is unable to state. Of the petroleum and gas so produced, large quantities thereof have been sold and delivered by the said defendant, Dominion Oil Company, to the Standard Oil Company, Independent Oil Producers Agency and Producers Transportation Company; and the said defendants, General Petroleum Company and Bankline Oil Company, have sold and disposed of oil and gas produced from said land to others to plaintiff unknown. Plaintiff does not know and is therefore unable to state the amount of petroleum and gas which defendants, Dominion Oil Company, General Petroleum Company and Bankline Oil Company, have extracted from said land and sold, nor the amount extracted and now remaining undisposed of; nor the price received for such oil and gas as has been sold, and has no means of ascertaining the facts in the premises except from said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, Independent Oil Producers Agency and Producers Transportation Company, and therefore a full discovery from said defendants is sought herein. [6]

VII.

Each of the defendants, to wit, Dominion Oil Company, General Petroleum Company and Bankline Oil Company, hereinbefore alleged to have entered upon said lands, are now extracting oil and gas from said lands, drilling oil and gas wells thereon and otherwise trespassing upon said lands and asserting claims thereto, and threaten to and will, unless restrained by an order of this Court, continue to extract oil and gas from said lands, and to drill oil and gas wells thereon, and operate the same and extract oil and gas from said lands, and otherwise trespass upon said lands, and commit waste thereon, all to the irreparable injury of complainant and in interference with the policies of the complainant with respect to the conservation, use and disposition of said lands, and particularly the petroleum, oil and gas contained therein.

VIII.

Each of the defendants claims some right, title or interest in said land or some part thereof, or in the oil, petroleum or gas extracted therefrom, or in or to the proceeds arising from the sale thereof, or through and by purchase thereof; and each of said claims is predicated upon or derived directly or mediately from said pretended notice or notices of mining locations, and by conveyances, contracts or liens directly or mediately from said such pretended locators. But none of such location notices and claims are valid against complainant, and no rights have accrued to the defendants, or either of them, thereunder, either directly or mediately; nor have

any minerals been discovered or produced on said land except as hereinbefore stated; but said claims so asserted cast a cloud [7] upon the title of the complainant and wrongfully interfere with its operation and disposition of said land, to the great and irreparable injury of complainant; and the complainant is without redress or adequate remedy save by this suit, and this suit is necessary to avoid a multiplicity of actions.

IX.

Neither of the defendants, nor any person or corporation from whom they have derived any alleged interest, was, at the date of said order of withdrawal of September 27th, 1909, nor was any other person at such date, a *bona fide* occupant or claimant of said land and in the diligent prosecution of work leading to the discovery of oil or gas.

X.

The Defendants, Dominion Oil Company, General Petroleum Company and Bankline Oil Company, claim said lands under an alleged location notice which purports to have been posted and filed in the names of L. W. Andrews, Geo. C. Haldeman, Frank R. Strong, Stephen R. Dorsey, Wallace C. Dickinson, Warren F. McGrath, Geo. W. Dickinson and O. C. Gebauer, and known as the "Zee No. 8" Placer Mining Claim, bearing date January 1st, 1908.

XI.

The said location notice was filed and posted by or for the sole benefit of the defendant, British American Oil Company, or for someone else other than the persons whose names were used in said

pretended location notice, and the names of the pretended locators above set out were used to enable the defendant, British American Oil Company, or some person other than said persons whose names were so used, to acquire more than twenty acres of mineral land in violation of the laws of the United States. The said [8] persons whose names were so used in said location notice were not *bona fide* locators, and each of them was without an interest in said location notice so filed, and their names were not used to enable each of them, or either of them, to secure only twenty acres of said land or patent therefor; but each of said persons was a mere dummy fraudulently and unlawfully used for the purposes alleged, all of which complainant is informed and believes, and so alleges.

XII.

Except as in this bill stated, the plaintiff has no other knowledge or information concerning the nature of any other claims asserted by the defendants herein, or any of them, and therefore leaves said defendants to set forth their respective claims of interest.

In that behalf, the plaintiff alleges that, because of the premises of this bill, none of the defendants has or ever had any right, title or interest in or to, or lien upon said land, or any part thereof, or any right, title or interest in or to the petroleum, mineral oil or gas deposited therein, or any right to extract the petroleum or mineral oil or gas from said land, or to convey and dispose of the petroleum and gas so extracted, or any part thereof. On the

contrary, the acts of those defendants who have entered upon said land and drilled oil wells and used and appropriated the petroleum and gas deposited therein, and assumed to sell and convey any interest in or to any part of said land, were all in violation of the laws of the United States and the aforesaid order withdrawing and reserving said land; and all of said acts were and are in violation of the rights of the plaintiff, and such acts interfere with the execution by complainant of its public policies with respect to said land. [9]

XIII.

The present value of said land hereinbefore described exceeds Three Hundred Thousand Dollars (\$300,000).

In consideration of the premises thus exhibited, and inasmuch as plaintiff is without full and adequate remedy in the premises save in a court of equity where matters of this nature are properly cognizable and relievable, PLAINTIFF PRAYS:

1. That said defendants, and each of them, may be required to make full, true and direct answer respectively to all and singular the matters and things hereinbefore stated and charged, and to fully disclose and state their claims to said land hereinbefore described, and to any and all parts thereof, as fully and particularly as if they had been particularly interrogated thereunto, but not under oath, answer under oath being hereby expressly waived.

2. That the said land may be declared by this Court to have been at all times from and after the 27th day of September, 1909, lawfully withdrawn

from mineral exploration and from all forms of location, settlement, selection, filing, entry or disposal under the mineral or nonmineral public land laws of the United States; and that the said location notice was fraudulently filed and the said defendants did not acquire any right thereunder.

3. That said defendants, and each of them, may be adjudged and decreed to have no estate, right, title, interest or claim in or to said land, or any part thereof, or in or to any mineral or minerals or mineral deposits contained in or under said land, or any part thereof; and that all and singular of said land, together with all of the minerals and mineral deposits, including mineral oil, petroleum and gas therein or thereunder contained, [10] may be adjudged and decreed to be the perfect property of this plaintiff, free and clear of the claims of said defendants and each and every one of them.

4. That each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from asserting or claiming any right, title, interest, claim or lien in or to the said land, or any part thereof, or in or to any of the minerals or mineral deposits therein or thereunder contained; and that each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from going upon any part or portion of said land, and from in any manner using any of said land and premises, and from in any manner extracting, re-

moving or using any of the minerals deposited in or under said land and premises, or any part or portion thereof, or any of the natural products thereof, and from in any manner committing any trespass or waste upon any of said land or with reference to any of the minerals deposited therein or thereunder, or any of the other natural products thereof.

5. That an accounting may be had by said defendants, and each and every one of them, wherein said defendants, and each of them, shall make a full, complete, itemized and correct disclosure of the quantity of minerals (and particularly petroleum) removed or extracted or received by them, or either of them, from said land, or any part thereof; and of any and all moneys or other property or thing of value received from the sale or disposition of any and all minerals extracted from said land, [11]: or any part thereof, and of all rents and profits received under any sale, lease, transfer, conveyance, contract or agreement concerning said land, or any part thereof; and that the plaintiff may recover from said defendants, respectively, all damages sustained by the plaintiff in these premises;

6. That a receiver may be appointed by this Court to take possession of said land and of all wells, derricks, drills, pumps, storage vats, pipes, pipelines, shops, machinery, tools and appliances of every character whatsoever thereon, belonging to or in the possession of said defendants, or any of them, which have been used or now are being used in the extraction, storage, transportation, refining, sale, manufacture or in any other manner in the produc-

tion of petroleum or petroleum products or other minerals from said land, or any part thereof, for the purpose of continuing, and with full power and authority to continue, the operations on said land in the production and sale of petroleum and other minerals when such course is necessary to protect the property of the complainant against injury and waste, and for the preservation, protection and use of the oil and gas in said land, and the wells, derricks, pumps, tanks, storage-vats, pipes, pipe-lines, houses, shops, tools, machinery and appliances being used by the defendants, their officers, agents or assigns, in the production, transportation, manufacture or sale of petroleum or other minerals from said land, or any part thereof, and that such receiver may have the usual and general powers vested in receivers of courts of chancery.

7. That the plaintiff may have such other and further relief as in equity may seem just and proper.
[12]

To the end, therefore, that this plaintiff may obtain the relief to which it is justly entitled in the premises, MAY IT PLEASE YOUR HONORS to grant unto the plaintiff a writ or writs of subpoena, issued by and under the seal of this Honorable Court, directed to said defendants herein, to wit: Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey and

F. J. Elliott, therein and thereby commanding them, and each of them, at a certain time and under a certain penalty therein to be named, to be and appear before this Honorable Court and then and there, severally, full, true and direct answers make to all and singular the premises, but not under oath, answer under oath being hereby expressly waived, and stand to perform and abide by such order, direction and decree as may be made against them, or any of them, in the premises, and shall be meet and agreeable to equity.

THOMAS W. GREGORY,
Attorney-General of the United States.

ALBERT SCHOONOVER,
United States District Attorney.

E. J. JUSTICE,
Special Assistant to the Attorney General.

A. E. CAMPBELL,
Special Assistant to the Attorney General.

FRANK HALL,
Special Assistant to the Attorney General.

[13]

United States of America,
Southern District of California,—ss.

C. D. Hamel, being first duly sworn, deposes and says:

He is now, and has been since the first day of April, 1909, a special agent of the General Land Office of the United States, and since the first day of May, 1914, has been engaged in the investigation of facts relating to the lands withdrawn by the Presi-

dent as oil lands, and especially the lands withdrawn by order of September 27, 1909, and by the order of July 2, 1910. That from such examination of such lands and the facts ascertained in relation thereto, and from the examination of the records of the General Land Office and the local land offices of complainant in said State of California, and from the examination of court records and county records, and particularly from affidavits setting forth the facts, he is informed as to the matters and things stated in the foregoing complaint with reference to the particular lands therein described; and the matters therein stated are true, except as to such matters as are stated to be on information and belief, and as to those, affiant, after investigation, states that he believes them to be true.

C. D. HAMEL.

Subscribed and sworn to before me this 18th day of July, 1916.

[Seal]

T. L. BALDWIN,

Deputy Clerk U. S. District Court, Northern District of California. [14]

United States of America,
Southern District of California,—ss.

C. D. Hamel, being first duly sworn, deposes and says:

He is now, and has been since the first day of April, 1909, a special agent of the General Land Office of the United States, and since the first day of May, 1914, has been engaged in the investigation of facts relating to the lands withdrawn by the Presi-

dent as oil lands, and especially the lands withdrawn by order of September 27, 1909, and by the order of July 2, 1910. That from such examination of such lands and the facts ascertained in relation thereto, and from the examination of the records of the General Land Office and the local lands offices of complainant in said State of California, and from the examination of court records and county records, and particularly from affidavits setting forth the facts, he is informed as to the matters and things stated in the foregoing complaint with reference to the particular lands therein described; and the matters therein stated are true, except as to such matters as are stated to be on information and belief, and as to those, affiant, after investigation, states that he believes them to be true.

C. D. HAMEL.

Subscribed and sworn to before me this 18th day of July, 1916.

[Seal]

T. L. BALDWIN,

Deputy Clerk U. S. District Court, Northern District of California. [15]

[Endorsed]: No. A.-58. Equity. In the District Court of the United States for the Sou. Dist. of California, Nor. Div., Ninth Cir. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Bill of Complaint. Filed Jul. 22, 1916. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. E. J. Justice, A. E. Campbell, Frank Hall, Special Assistants to the Attorney General. [16]

*In the District Court of the United States, in and for
the Southern District of California, Northern
Division, Ninth Circuit.*

No. A.-58—EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Answer of General Pipe-Line Company of
California.**

Comes now the defendant General Pipe-Line Company of California, and answers plaintiff's bill of complaint on file herein as follows:

I.

Alleges that General Pipe-Line Company of California is a corporation organized and existing under and by virtue of the laws of the State of California, and that it is and was at all times herein mentioned a public utility engaged in the business of transporting oil.

II.

Alleges that it claims no right, title or interest of any kind or character in or to the Northwest Quarter of Section 15, Township 31 South, Range 22 East, M. D. B. & M., except a right of way on and across said land for a pipe-line for the transportation of oil, and a telephone and telegraph line used in connection with the transportation of oil through said pipe-line.

III.

That this defendant is without knowledge as to any of the matters alleged in plaintiff's bill of complaint. [17]

WHEREFORE, defendant, General Pipe-Line Company of California, prays that a judgment and decree may be entered to the effect that General Pipe-Line Company of California has no right, title or interest in or to said land or in the oil contained therein, but that said decree may reserve to said General Pipe-Line Company of California the right to maintain and operate across said land a pipe-line for the transportation of oil, and to operate and maintain telephone and telegraph lines to be used in connection with the transportation of oil through said pipe-line.

GENERAL PIPE-LINE COMPANY OF
CALIFORNIA,

By C. R. STEVENS.

A. L. WEIL,

Solicitor for General Pipe-Line Company of California.

Received copy of within Answer this 23d day of August, 1916.

E. J. JUSTICE.

FRANK HALL.

A. E. CAMPBELL.

[Endorsed]: No. A.-58. United States District Court, Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company, et al., Defend-

ants. Answer of General Pipe-Line Company of California. Filed Aug. 24, 1916. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney for Defendants. 1206 Alaska Commercial Building, San Francisco, Cal. [18]

*In the District Court of the United States, in and for
the Southern District of California, Northern
Division, Ninth Circuit.*

No. A.-58—EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Answer of General Petroleum Company.

Comes now the defendant, General Petroleum Company, objecting to the jurisdiction of the above-entitled court, and not waiving such objection, answers the bill of complaint on file in the above-entitled action as follows:

I.

Admits that General Petroleum Company is a corporation organized and existing under the laws of the State of California.

II.

Denies that plaintiff on the 27th day of September, 1909, or for a long time prior thereto, or any time since said date was or that it now is the owner

or entitled to the possession or enjoyment of the Northwest Quarter of Section 15, Township 31 South, Range 22 East, M. D. B. & M., or any part thereof.

III.

Denies that on the 27th day of September, 1909, the President of the United States, acting by or through the Secretary of the Interior, or otherwise, or under the authority legally invested in him so to do, duly or regularly withdrew and reserved, or withdrew or reserved all or any part of the land hereinbefore described from mineral exploration, or [19] from all or any forms of location or settlement or selection or filing or entry or patent or disposal under the mineral or nonmineral laws of the United States, or that since said date none of said lands have been subject to exploration for mineral oil, petroleum or gas. Admits that said land is not subject to the initiation of any rights under the public land laws of the United States.

IV.

Denies that General Petroleum Company at any time ever entered upon said land, or any part thereof, for the purpose of exploring said land for petroleum oil or gas, or that it ever explored said land for petroleum oil or gas.

V.

Alleges that this defendant is without knowledge as to any of the matters alleged in paragraph V of plaintiff's bill of complaint.

VI.

Alleges that this defendant is without knowledge

as to any of the matters alleged in paragraph VI of plaintiff's bill of complaint, except that it denies that it ever produced any oil or gas from said land, or that it was ever in possession thereof, but in that behalf, admits that it bought oil produced from said land.

VII.

Denies that General Petroleum Company ever entered on said land, or that it ever extracted oil or gas therefrom, or that it ever drilled any wells thereon, or that it trespassed on said lands, or asserted any claims thereto, except as hereinafter alleged, and denies that it threatens to, or that it will continue to extract oil or gas from said land, or any part thereof, or drill oil or gas wells thereon, or to operate the same or to extract oil or gas from said lands, or otherwise trespass on said lands, or commit waste thereon, [20] but in that behalf, this defendant alleges that it claims no right, title or interest in or to said land whatsoever, except that it claims a right of way for a pipe-line for the transportation of oil across said lands, and right of way for a pipe-line for the transportation of water across said lands.

VIII.

Alleges that this defendant claims no right, title or interest in or to said lands whatsoever, or any part thereof, except as hereinabove alleged.

IX.

Alleges that this defendant is without knowledge as to any of the matters alleged in paragraph IX of plaintiff's bill of complaint.

X.

Denies that General Petroleum Company claims said land under any alleged location notice, except as to the rights of way hereinabove stated.

XI.

Alleges that defendant is without knowledge as to the matters alleged in paragraph XI of plaintiff's bill of complaint.

XII.

Alleges that this defendant is without knowledge as to any of the matters alleged in paragraph XII of plaintiff's bill of complaint.

XIII.

Denies that plaintiff is without full and adequate remedy save in a court of equity, but alleges, on the contrary, that plaintiff has a full, adequate, complete and speedy remedy at law. [21]

And for a further and additional defense, this defendant alleges:

I.

That the Court has no jurisdiction of the subject matter of the action, and that the sole question involved is the right to the possession of said land, and damages for the removal of oil and that plaintiff has a plain, speedy and adequate remedy at law in ejectment, and for mesne profits.

II.

That the Court has no jurisdiction to determine either the title or right of possession of said land, or to render judgment for oil removed therefrom, for the reason that the plaintiff has a plain, speedy and adequate remedy at law.

III.

That the Court has no jurisdiction as to this defendant, for the reason that this defendant has never claimed any interest in said land, and never committed any waste thereon; that plaintiff has a plain, speedy and adequate remedy at law against it.

IV.

That this defendant purchased oil off of portions of said land in good faith, and for a valuable consideration, and paid the full current market price therefor; that this defendant was informed by the operating companies on said land prior to the purchase of said oil, and it honestly and in good faith believed, and it has ever since said time honestly and in good faith believed that the locators of said land were all *bona fide* locators, and that the operators and their grantors were *bona fide* occupants and claimants of said land on the 27th day of September, 1909, and in the diligent prosecution [22] of work leading to a discovery of oil on said day, and that they continued in the diligent prosecution of said work until discovery.

That this defendant has never had any knowledge, information or notice from the plaintiff, or from any other source, that there was any question as to the validity of the title to said land.

WHEREFORE, this defendant prays that plaintiff take nothing by its action, and that it be hence dismissed, and that in the event of judgment in favor of plaintiff and against the operating defendants for the possession of said land, a decree be made reserving to this defendant the right to maintain and op-

erate said pipe-line for the transportation of said oil and said pipe-line for the transportation of water.

GENERAL PETROLEUM COMPANY,

By C. R. STEVENS,

A. L. WEIL,

Solicitor for General Petroleum Company.

Received a copy of the within answer this 23d day of August, 1916.

E. J. JUSTICE.

A. E. CAMPBELL.

FRANK HALL.

[Endorsed]: No. A.-58. United States District Court, Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company, et al., Defendants. Answer of General Petroleum Company. Filed Aug. 24, 1916. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney for Defendants, 1206 Alaska Commercial Building, San Francisco, Cal. [23]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Motion of Dominion Oil Company for Order to Strike Out.

Comes now Dominion Oil Company, a corporation, and one of the defendants named in the above-entitled and numbered suit, and moves the Court for an order striking from and out of the bill of complaint on file therein the following portions thereof, to wit:

1. That portion of paragraph II thereof reading as follows:

“and of the oil, petroleum, gas and all other minerals contained in said land.”

2. That portion of paragraph III thereof reading as follows:

“and under the authority legally invested in him so to do, duly and regularly,” “from mineral exploration,” “and since said last named date none of said lands have been subject to exploration for mineral oil, petroleum, or gas, occupation or the institution of any right under the public land laws of the United States.”

3. Those portions of paragraph IV reading as follows:

“and in violation of the proprietary and other rights of this plaintiff,” “and in violation of the laws of the United States and lawful orders and proclamations of the President of the United States,” “and particularly in violation of the said order of withdrawal of the 27th of September, 1909.” [24]

4. That portion of paragraph V reading as follows:

“and neither of them had acquired any rights on, or with respect to said land on or prior to said date.”

5. Those portions of paragraph VII reading as follows:

“and otherwise trespassing upon said lands, and asserting claims thereto,” “and otherwise trespass upon said lands,” “and commit waste thereon,” “and in interference with the policies of the complainant with respect to the conservation, use and disposition of said lands, and particularly the petroleum, oil and gas contained therein.”

6. Those portions of paragraph VIII reading as follows:

“But none of such location notices and claims are valid against complainant,” “and no rights have accrued to the defendants, or either of them, thereunder, either directly or mediately”; “but said claims so asserted cast a cloud upon the title of the complainant and wrongfully interfere with its operation and disposition of said land.”

7. That portion of paragraph IX reading as follows:

“a *bona fide* occupant or claimant of said land and.”

8. Those portions of paragraph XI reading as follows:

“the said location notice was filed and posted by or for the sole benefit of the defendant, British-American Oil Co. or for someone else other than

the persons whose names were used in said pretended location notice," "and the names of the pretended locators above set out were used to enable the defendant, British-American Oil Co. or some other person other than said persons whose names were so used to acquire more than 20 acres of mineral land," "in violation of the laws of the United States," "the said persons whose names were so used in said location notice were not *bona fide* locators," "and each of them was without an interest in the said location notice so filed," "and their names were not used to enable each of them or either of them to secure only 20 acres of land or patent therefor," "but each of said persons was a mere dummy, fraudulently and unlawfully used for the purposes alleged."

9. Those portions of paragraph XII reading as follows:

"that, because of the premises of this bill, none of the defendants have, or ever had any right, title or interest in or to, or lien upon said land, or any part thereof, or any right, title or interest in or to the petroleum, mineral oil, or gas deposited therein, or any right to extract the petroleum or mineral oil or gas from said land, or to convey and dispose of [25] the petroleum and gas so extracted, or any part thereof"; "on the contrary, the acts of those defendants who have entered upon said land and drilled oil wells and used and appropriated the petroleum and gas deposited therein, and assumed to sell and convey any interest in or to any part of said land,

were all in violation of the laws of the United States and the aforesaid order withdrawing and reserving said land," "and all of said acts were and are in violation of the rights of the plaintiff, and such acts interfere with the execution by complainant of its public policies with respect to said land."

Said motion will be made upon the ground that the portions of the bill of complaint above specified are, and each of them is, redundant, impertinent, surplusage and matter of law.

Said motion will be based upon the said bill of complaint, this motion, all the papers and records on file in the above-entitled and numbered suit, and on a notice of the time and place of this motion, served herewith.

Dated this 1st day of September, 1916.

J. R. PRINGLE,

Solicitor for Defendant Dominion Oil Company.

Recd. copy of within this 1st day of Sept. 1916.

A. E. CAMPBELL,

Sol. for Plff. [26]

[Endorsed]: A.-58. In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Motion to Strike. Filed Sep. 1, 1916. Wm. M. Van Dyke, Clerk. By T. F. Green, Deputy Clerk. Andrews, Toland & Andrews, 1030 Marsh-Strong Bldg., Los Angeles, Attorneys for ————. [27]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Motion of Dominion Oil Company for Dismissal.

Now comes Dominion Oil Company, a corporation, and one of the defendants named in the above-entitled and numbered suit, and moves the Court for an order dismissing the bill of complaint of plaintiff on file therein. Said motion will be made upon the following grounds:

I.

That this Court has no jurisdiction in this action as a court of equity.

II.

That no ground or grounds are stated in said bill of complaint to support a prayer for relief in equity.

III.

That there is an entire want of equity in said bill of complaint.

IV.

That it appears that said suit is one in ejectment brought by plaintiff out of possession against defendant in possession of the lands described in said bill of complaint, and for damages for past trespass,

and that all of the matters [28] and things in said bill of complaint as alleged are subjects of litigation of which a court of equity has no jurisdiction and for the redress of which plaintiff has a full, complete, speedy and adequate remedy in a court on equity.

V.

That it appears by plaintiffs own showing, by said bill of complaint, and from the allegations therein that plaintiff is not entitled to the relief prayed for or to any relief in equity as against this defendant.

VI.

That said bill of complaint is so uncertain and lacking in the averment of particulars and matters essential to an understanding thereof, as to make it impossible for this defendant or any of the defendants herein to adequately prepare a defense to the same, and that said uncertainties are as follows:

(a) That it does not appear on the face of said bill of complaint, nor can it be ascertained therefrom what part or portion or quantity of the lands described in said bill of complaint the defendants or any of them, and more particularly this defendant, has entered upon or which it, or which they are, now in possession and occupying.

(b) It is alleged in said bill of complaint that the defendants, Dominion Oil Company, General Petroleum Company and Bankline Oil Company will continue to extract oil and gas from the lands described and to drill oil and gas from said lands, and otherwise trespass on said lands in interference with the policies of the complainant with respect to the conservation, use and this possession of said lands, and

particularly the petroleum, oil and gas contained therein. But it does not allege in said bill of complaint nor can it be ascertained therefrom how or in what manner the said defendants or either or any of them will otherwise trespass upon said lands, nor is it alleged in said bill of complaint, nor can it be ascertained therefrom what the policies of the complainant [29] are with respect to the conservation, use and disposition of said lands which will be interfered with by the said last-named defendants or by any or either of them.

(c) It is alleged in said bill of complaint that each of the defendants herein claims some right, title or interest in said lands, or some part thereof, or in the oil petroleum, or gas extracted therefrom, or in or to the proceeds arising from the sale thereof, or in, by, or through purchase thereof; but it is not alleged in said bill of complaint, nor can it be ascertained therefrom, which of the said defendants, claim some right, title or interest in said lands, or some part thereof; which of said defendants claim some right, title, or interest in the oil, petroleum or gas extracted therefrom; which of said defendants claim some right, title or interest in or to the proceeds arising from the sale of oil, petroleum or gas; or which of said defendants claim some right, title, or interest in said lands or some part thereof, through or by purchase thereof; or which portion of said lands, if any, each or any of said defendants claim, or are in possession of or with reference whereto they or any of them are committing any of the acts charged in the complaint.

VII.

That the said bill of complaint is exhibited against this defendant and against a number of other defendants for several and distinct and independent matters which have no relation to each other and in which, or in the greater part *part* of which, this defendant is in no way interested or concerned, and ought not to be implicated or impleaded and in this behalf, defendant refers to the particulars hereinabove [30] in paragraph VI-c of this motion set forth and specified.

And this defendant moves the Court for an order dismissing the said bill of complaint of plaintiff on file herein as to it; the said defendant, upon the same grounds and each and all of them as hereinabove more particularly set out.

The said motion will be based on the said bill of complaint on file herein, on this motion, on all the papers and records on file herein.

And this defendant, Dominion Oil Company, prays the judgment of this Honorable Court whether it shall be compelled to make any answer to the said bill, that the said bill may be dismissed as to all of the defendants named therein and more particularly as to this defendant.

Dated this 1st day of September 1916.

J. R. PRINGLE,
Solicitor for Defendant, Dominion Oil Company.

Copy received this 1st day of Sept., 1916.

A. E. CAMPBELL,
Atty. for Plff.

[Endorsed]: A.-58. In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company, et al., Defendants. Motion for Dismissal. Filed Sep. 1, 1916. Wm. M. Van Dyke, Clerk. By T. F. Green, Deputy Clerk. Andrews, Toland & Andrews, 1030 Marsh-Strong Bldg., Los Angeles. [31]

In the District Court of the United States in and for the Southern District of California, Northern Division, Ninth Circuit.

A.-58—EQUITY.

UNITED STATES OF AMERICA,

Complainant,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Motion to Transfer Cause from Equity Side of Court to Law Side.

Producers Transportation Company, British-American Oil Company, and North Midway Oil Company, appearing by their solicitors and counsel (as indicated at the close hereof), severally move this Honorable Court to transfer this cause from the equity side of this court to the law side, for the following grounds, to wit:

1. That it appears on the face of the bill of complaint filed in this action that complainant was with-

out possession of the premises described in the bill of complaint at the time of the filing of said bill of complaint and of the beginning of this action, and therefore this Court has no jurisdiction in equity to entertain or hear a bill of complaint to quiet title to said property.

2. That the pretended cause of action set forth in said bill of complaint is in its nature in ejectment and for trespass and conversion against each of the defendants named individually and separately and not jointly,—as to each and all of which complainant's claim has a full, plain speedy and adequate remedy at law. [32]

3. That the facts set forth in said bill of complaint do not show any ground of equitable jurisdiction or any right to equitable relief.

LEWIS W. ANDREWS,
THOS. O. TOLAND,
A. V. ANDREWS and

ANDREWS, TOLAND & ANDREWS,

Solicitors for Defendants, Producers Transportation Company, British-American Oil Company, and North Midway Oil Company, 916 Union Oil Building, Los Angeles, California.

[Endorsed]: No. A.-58. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Company et al., Defendants. Motion to Transfer Cause from Equity Side of Court to Law Side. Received copy of the within motion this 30 day of Sept., 1916. Robert O'Connor, Asst. U. S. Atty., Attorney for

Plaintiff. Filed Sept. 30, 1916. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for certain defendants. [33]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

No. A.-58—EQUITY.

UNITED STATES OF AMERICA,

Complainant,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY et al.,

Defendants.

Motion of Northern Midway Oil Company et al. for Further and Better Statement of Claim.

Come now the defendants, British-American Oil Company, North Midway Oil Company and Producers Transportation Company, by their solicitors and counsel (as indicated at the close hereof) and make and file this motion for a further and better statement of complainant's claim, as follows:

These defendants move the Court for an order, under Equity Rule 20, directing the complainant to make and file and serve on these defendants a further and better statement of its claim, and further and better particulars of its said claim, in each of the respects hereinafter pointed out, to wit:

1st. By definitely stating what proprietary rights of the complainant are referred to and intended to be covered and described in the fourth subdivision of the bill of complaint.

2d. By definitely stating what "other rights" of complainant are referred to and intended to be specified in said fourth subdivision. [34]

3d. By definitely stating what "policies of complainant with respect to conservation, use and disposition of said land" are referred to and attempted to be described in the seventh subdivision of the bill of complaint.

4th. By definitely stating what "policies of complainant with respect to conservation" and as to "the petroleum, oil and gas contained" in said land are referred to in said seventh subdivision.

5th. By definitely stating what claims in or to said land, and what right, title and interest therein are asserted by the respective defendants.

6th. By definitely stating what claims in or to any of the oil, petroleum or gas extracted from said land, are asserted by either of the several defendants herein.

7th. By definitely stating what proceeds arising from the sale of any oil, petroleum or gas extracted from said lands or through or by purchase thereof, each of the defendants herein claims.

8th. By definitely stating what notice or notices of mining locations, and what conveyances, contracts or liens, directly or mediately from such pretended locators, are referred to in subdivision VIII of said bill of complaint.

9th. By definitely stating how or in what way the location notices or claims referred to in said subdivision VIII, cast any cloud upon complainant's title to said lands.

10th. By definitely stating why this suit is commenced to avoid multiplicity of actions.

11th. By definitely stating why the complainant has no plain, adequate or complete remedy at law as to each of these defendants. [35]

12th. By definitely stating whether these defendants or any or either of them were in possession of said lands at the time of the filing of said bill of complaint.

13th. By stating whether these defendants, or any or either of them, threaten to or will, unless restrained by the Court, commit any acts or do anything which will operate to the irreparable or other injury of the complainant.

ANDREWS, TOLAND & ANDREWS,
LEWIS W. ANDREWS,
T. O. TOLAND and
A. V. ANDREWS,

Solicitors for Defendants, British-American Oil Company, North Midway Oil Company and Producers Transportation Company, 916 Union Oil Bldg., Los Angeles.

[Endorsed]: No. A.-58—Equity. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Company, General Petroleum Company et al., De-

endants. Motion for Further and Better Statement of Claim. Filed Sep. 30, 1916. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Received copy of the within motions this 30 day of Sept. 1916. Robert O'Connor, Asst. U. S. Atty., Attorney for Plaintiff. Andrews, Toland & Andrews, 1030 Marsh-Strong Bldg., Los Angeles, Attorneys for British-American Oil Co. et al. [36]

In the District Court of the United States, in and for the Southern District of California, Northern Division, Ninth Circuit.

A.-58—EQUITY.

UNITED STATES OF AMERICA,

Complainant,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Motion of North Midway Oil Company et al. for Dismissal.

Producers Transportation Company, British-American Oil Company and North Midway Oil Company, appearing by their solicitors and counsel (as indicated at the close hereof), move this Honorable Court to dismiss the bill of complaint filed in this action for the following reasons and upon the following grounds, to wit:

I.

That the bill of complaint does not state facts suffi-

cient to constitute a cause of action against these defendants, or either of them, or to entitle the complainant to any relief whatever as against either of these defendants.

II.

That said bill of complaint does not show, nor does it allege that the complainant is in possession of the premises described in said bill, and shows upon the face of said bill that the complainant has a plain, speedy and adequate remedy at law.

III.

That said bill of complaint shows upon its face that said pretended cause of action in equity is without [37] equitable merit as against these defendants, and each of them.

IV.

That said complainant's claim, as alleged in said bill of complaint, discloses no equity, in that no effort is made to pay or allow the defendants or either of them for costs for improvements or expenditures in or upon said premises, and as to those of said defendants who are claimed to have produced oil from said premises, no offer is made of the cost of improvements or expenditures in producing said oil.

V.

That said bill of complaint shows upon its face that such cause of action, if any, as the complaint has against these defendants or either of them, is under an action at law in which defendants are entitled to trial by jury.

WHEREFORE, these defendants and each of them pray that as to them and each of them this ac-

tion be dismissed and that complainant take nothing.

LEWIS W. ANDREWS,
THOS. O. TOLAND,
A. V. ANDREWS,
ANDREWS, TOLAND & ANDREWS,
Solicitors for Defendants.

Producers Transportation Company, British-American Oil Company, and North Midway Oil Company, 916 Union Oil Building, Los Angeles, California. [38]

[Endorsed]: No. A.-58. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Company et al., Defendants. Motion to Dismiss. Filed Sep. 30, 1916. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. Received copy of the within motion this 30th day of Sept. 1916. Robert O'Connor, Asst. U. S. Atty., Attorney for Plaintiff. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for certain defendants. [39]

*In the District Court of the United States, in and for
the Southern District of California, Northern
Division, Ninth Circuit.*

No. A.-58—EQUITY.

UNITED STATES OF AMERICA,

Complainant,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Motion of North Midway Oil Company et al. to
Strike Out.**

British-American Oil Company, North Midway Oil Company and Producers Transportation Company, appearing by their solicitors and counsel (as indicated at the close hereof), move this Honorable Court to strike out the portions of the bill of complaint filed herein, and each thereof, as hereinafter specified, upon the grounds and for the reasons hereinafter set forth.

I.

These defendants and each of them move the Court to strike out from paragraph III of said bill of complaint, the following words, "and under the authority legally vested in him so to do, duly and regularly," for the reason that said words amount to a conclusion of law and are not a pleading of fact.

II.

These defendants and each of them move the Court to strike out from said paragraph III of said complaint the following words: "And since said last-

named date none of said lands have been subject to exploration for mineral oil, petroleum or gas, occupation or the institution of any right under the public land laws of the [40] United States," for the reason that said words are a pleading of a claimed conclusion of law only and do not constitute any allegation or statement of fact.

III.

These defendants, and each of them, move the Court to strike out from paragraph VII of said bill of complaint the following words: "And in interference with the policies of the complainant with respect to the conversion, use and disposition of said lands and particularly the petroleum, oil and gas contained therein"—on the ground that said allegation is scandalous and impertinent and has no bearing whatever upon the issues of this case.

IV.

These defendants, and each of them, move the Court to strike out from paragraph XII of said bill of complaint the following words: "And such acts interfere with the execution by complainant of its public policies with respect to said lands," for the reason that said allegation and language, and every part thereof, are scandalous and impertinent and have no bearing whatever upon the issues of this case.

LEWIS W. ANDREWS,
THOS. O. TOLAND,
A. V. ANDREWS and

ANDREWS, TOLAND & ANDREWS,
Solicitors for Defendants Producers Transportation
Company, British-American Oil Company, and

North Midway Oil Company, 916 Union Oil Building, Los Angeles, California. [41]

[Endorsed]: No. A.-58. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Company et al., Defendants. Motion to Strike. Received copy of the within motion this 30th day of Sept., 1916. Robert O'Connor, Asst. U. S. Atty., Attorney for Plaintiff. Filed Sep. 30, 1916. Wm. V. Van Dyke, Clerk. R. S. Zimmerman, Deputy. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for certain defendants. [42]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, PRODUCERS TRANSPORTATION COMPANY, BRIT-

ISH-AMERICAN OIL COMPANY, NORTH
MIDWAY OIL COMPANY, SUSAN ELLI-
OTT, A. B. PERKEY, and F. J. ELLIOTT,
Defendants.

Answer of Independent Oil Producers Agency.

To the Judges of the District Court of the United States for the Southern District of California, Sitting Within and for the Northern Division of Said District.

Comes now the Independent Oil Producers Agency, a defendant in the above-entitled suit, and answering the bill of complaint as amended herein respectively admits, denies, avers and states as follows, to wit:

I.

Answering paragraph "I" of said bill of complaint this defendant is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant denies each and all of said allegations.

II.

Answering paragraph "II" of said bill of complaint this defendant states that it is without knowledge as to [43] the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of the said allegations.

III.

Answering paragraph "III" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any

North Midway Oil Company, 916 Union Oil Building, Los Angeles, California. [41]

[Endorsed]: No. A.-58. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Company et al., Defendants. Motion to Strike. Received copy of the within motion this 30th day of Sept., 1916. Robert O'Connor, Asst. U. S. Atty., Attorney for Plaintiff. Filed Sep. 30, 1916. Wm. V. Van Dyke, Clerk. R. S. Zimmerman, Deputy. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for certain defendants. [42]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, PRODUCERS TRANSPORTATION COMPANY, BRIT-

ISH-AMERICAN OIL COMPANY, NORTH
MIDWAY OIL COMPANY, SUSAN ELLI-
OTT, A. B. PERKEY, and F. J. ELLIOTT,
Defendants.

Answer of Independent Oil Producers Agency.

To the Judges of the District Court of the United States for the Southern District of California, Sitting Within and for the Northern Division of Said District.

Comes now the Independent Oil Producers Agency, a defendant in the above-entitled suit, and answering the bill of complaint as amended herein respectively admits, denies, avers and states as follows, to wit:

I.

Answering paragraph "I" of said bill of complaint this defendant is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant denies each and all of said allegations.

II.

Answering paragraph "II" of said bill of complaint this defendant states that it is without knowledge as to [43] the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of the said allegations.

III.

Answering paragraph "III" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any

of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of the said allegations.

IV.

Answering paragraph "IV" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of the said allegations.

V.

Answering paragraph "V" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of said allegations.

VI.

As to the allegations in said paragraph "VI" to wit:

"Some time in the latter part of the year 1910
* * * there was first produced minerals to
wit, petroleum and gas, on or from said land."
—this defendant, Independent Oil Producers Agency,
is without knowledge. And, basing its denial upon
such lack of knowledge, this defendant denies the
said allegation, all and singular. [44]

As to the allegation contained in said paragraph
"VI" to wit:

“Of the petroleum and gas so produced, large quantities thereof have been sold and delivered by the said defendant, Dominion Oil Company, to the Standard Oil Company, Independent Oil Producers Agency and Producers Transportation Company”;

—this defendant, Independent Oil Producers Agency, has no knowledge save and except as to oil or petroleum alleged to have been sold and delivered to the Independent Oil Producers Agency. As to the latter, this defendant, Independent Oil Producers Agency, denies that the Dominion Oil Company or any other company or person ever sold and delivered or sold at all any petroleum or gas or other product whatsoever to this defendant, Independent Oil Producers Agency, but this defendant, Independent Oil Producers Agency, admits that some of the petroleum above mentioned was delivered to the Independent Oil Producers Agency under and by virtue of and in accordance with a certain contract commonly known as a “sale contract,” a copy of which “sale contract” is hereto attached, marked Defendant Independent Oil Producers Agency Exhibit “A” and is hereby made a part hereof and is hereby expressly referred to.

This defendant alleges that the deliveries of said petroleum to this defendant began April 10th, 1913, and that the last delivery thereof ended June 15th, 1915; that between two said last mentioned dates this defendant received from said Dominion Oil Company a gross total of 192,866.63 barrels of petroleum. This defendant proceeded to sell said petroleum in

accordance with said "sale contract" for the benefit of said Dominion Oil Company and out of said gross total of oil delivered, sold therefrom a gross total of 179,161.39 barrels and paid the proceeds of said sales to the Dominion Oil Company, to wit: \$67,938.08; that there remained in storage and unsold on July 31st, 1916, a total of 10,702.48 barrels of said oil and that 3,002.76 barrels of said oil were [45] lost in the ordinary course by seepage and evaporation; that said gross total of 192,866.63 barrels of petroleum so admitted by this defendant to have been received from said property through the Dominion Oil Company is the only oil or product of any kind whatsoever at any time or times received by this defendant from said property through anyone; that all of said oil was so received and disposed of in accordance with the terms and conditions of said "sale contract" and not otherwise; that all of the transactions with which this defendant was connected covering the said oil or any thereof were without profit or expectation of profit to this defendant.

In that connection this defendant alleges as follows, to wit: That this defendant is and was at all the times mentioned in said bill of complaint a corporation organized under the laws of the State of California and has at all times conducted its business solely after the manner of a co-operative association acting without profit for itself or any of its stockholders or members being in the nature of a marketing agency operated for the mutual benefit of all oil producers, members thereof, having oil to sell; each of said members owning one and only one share of

the capital stock of this defendant and having a contractual relation with this defendant arising under what is known and is heretofore referred to as a "sale contract," which "sale contract" in each instance is substantially in the form of Exhibit "A" attached hereto. The defendant, Dominion Oil Company, is and was at all the time herein referred to a member of this defendant and has held a single share of the capital stock of the defendant corporation for the purposes above mentioned.

As to the remaining allegations in said paragraph "VI" this defendant, Independent Oil Producers Agency, is without knowledge. And, basing this denial upon said lack of knowledge this defendant denies each and all of the same. [46]

In each and every of the transactions of this defendant concerning said oil of said Dominion Oil Company this defendant has acted in the most perfect and absolute good faith and believed at all times the said Dominion Oil Company had a legal and equitable right to dispose of the oil from said property through this defendant in accordance with the terms of said "sale contract."

VII.

Answering paragraph "VII" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of the said allegations.

VIII.

This defendant claims no right or title or interest in said land or any part thereof or in the oil, petroleum or gas extracted therefrom or in or to the proceeds arising from the sale thereof or through or by purchase thereof—save and except such right or title or interest as may accrue legally and equitably under, by and in accordance with the terms and provisions of said “sale contract” above mentioned.

As to the allegations contained in said paragraph “VIII” to wit:

“But none of such location notices and claims are valid against complainant, and no rights have accrued to the defendants, or either of them, thereunder, either directly or mediately; nor have any minerals been discovered or produced on said land except as hereinbefore stated; but said claims so asserted cast a cloud upon the title of the complainant and wrongfully interfere with its operation and disposition of said land, to the great and irreparable injury of complainant; and the complainant is without redress or adequate remedy save by this suit, and this suit is necessary to avoid a multiplicity of actions”;

—this defendant, Independent Oil Producers Agency, is without [47] knowledge. And, basing its denial upon such lack of knowledge, denies the same all and singular.

IX.

Answering paragraph “IX” of said bill of complaint this defendant states that it is without knowl-

edge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency denies each and all the said allegations.

X.

Answering paragraph "X" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency, denies each and all of the said allegations.

XI.

Answering paragraph "XI" of said bill of complaint this defendant states that it is without knowledge as to the allegations in said paragraph or any of them. And, basing its denial upon such lack of knowledge, this defendant, Independent Oil Producers Agency denies each and all of the said allegations.

XII.

Answering the allegations contained in said bill of complaint this defendant, Independent Oil Producers Agency, states that it is without knowledge as to the same or any thereof. And, basing its denial upon such lack of knowledge, denies the same all and singular save and except that this defendant, Independent Oil Producers Agency, denies that it has no lien upon said land or interest therein and in that behalf alleges that it has a lien and interest in said land, to wit the lien and interest specifically set forth

in said "sale contract" which is hereby referred [48] to for full particulars in that regard.

WHEREFORE, in consideration of the foregoing, this defendant prays that it may be adjudged and decreed:

1. That said "sale contract" is a valid and binding agreement between the parties thereto and that the same is a lien upon the land mentioned therein for the purposes thereof.

2. That the plaintiff take nothing from this defendant and that the said bill of complaint be dismissed as against this defendant with costs to this defendant.

3. And for such other and further relief as may seem just and proper in equity.

GEORGE W. LANE,

Attorney for Independent Oil Producers Agency.

[49]

State of California,

City and County of Los Angeles,—ss.

W. B. Robb, being first duly sworn, deposes and says: I am and was at all times herein mentioned, an officer of the said defendant, Independent Oil Producers Agency, to wit the secretary thereof; I have read the foregoing answer of said defendant, and know the contents thereof. The same is true of my own knowledge, except as to the matters therein stated on information or belief, and as to those matters I believe it to be true.

[Seal]

W. B. ROBB,
Secretary.

Subscribed and sworn to before me this 6th day of October, 1916.

HAZEL M. GILBERT,
Notary Public in and for the City and County of Los Angeles, State of California.

**Defendant Independent Oil Producers Agency
Exhibit "A."**

COPY.

Resolved, That this corporation forthwith execute and deliver a sale contract with the Independent Oil Producers Agency, a corporation, said contract to be for the term beginning on the first day of March, 1913, and ending on the 31st day of December, 1919; and to be for all petroleum produced by this corporation on lands operated by it in Kern County, California, in quantity not less than 1000 barrels per month, and the President and Secretary, for this corporation and as its act and deed, are authorized and directed to sign the corporate name and to affix the corporate seal thereto and to deliver said contract to said agency. [50] Said contract to contain all the terms and to be in the form of the following contract, to wit:

I, N. M. Crosett, Secretary of the Dominion Oil Co., a corporation, do hereby certify that the foregoing is a true copy of a resolution adopted at a duly called regular meeting of the Board of Directors of said corporation, held at the office of the company on the 20th day of January, 1913, at the hour of 3 P. M., at which meeting a quorum of said board were present and voting; and I do further certify that said

resolution has not been revoked and that the same is in effect at this date.

Witness my hand and the seal of said corporation, this 23d day of January, 1913.

[Seal]

N. M. CROSETT,
Secretary of Dominion Oil Co.

SALE CONTRACT.

THIS AGREEMENT, made the 21st day of January, 1913,

Between THE DOMINION OIL CO., a corporation, party of the first part, hereinafter designated the Producer, and the INDEPENDENT OIL PRODUCERS AGENCY, a corporation, party of the second part, hereinafter designated the Agency.

WITNESSETH for valuable and sufficient considerations moving from the Agency to the Producer, the Producer hereby agrees to drill, develop, and operate oil wells and to produce from and collect petroleum upon that certain real property situate in the County of Kern, State of California, described as follows, to wit: The South Half ($\frac{1}{2}$) of the South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section 15, Township 31 South, Range 22 East, M. D. B. & M., Comprising 40 acres, for a period of years from the first day of March, 1913 to and including the 31st day of December, 1919, and [51] to deliver to said Agency for sale by it all petroleum produced from said land or any part thereof during the said period of years, save and except therefrom such petroleum as may be already contracted for at the time of the making of this contract. The Producer reserves the right to fulfill and complete all such outstanding con-

tracts for petroleum, including therein all petroleum payable as royalty and such petroleum as it may be necessary to use as fuel in the production of petroleum on said property. The Producer hereby guarantees that he has exhibited to the Agency all of such contracts and the same have been duly noted upon the Agency's books; and it is expressly stipulated by the Producer that there are no other contracts for petroleum outstanding and reserved.

The petroleum to be delivered hereunder by the Producer shall be in quantity not less than 1,000 barrels per month, and of a gravity not heavier than 13° degrees Baume at a temperature of sixty degrees Fahrenheit, and to contain not more than two (2) per cent of foreign substance. All said petroleum to be delivered to said Agency as soon as produced in the gauge tanks of the Producer upon said land and if required by the Agency all of said petroleum after being gauged, will be pumped by the Producer from said gauge tanks into any pipe-line on the property designated by the Agency, or in case said petroleum shall be stored for future sale that it will be pumped by the Producer into any storage tanks designated by the Agency, located within three (3) miles distant from said gauge tanks. In the event of the storage of said petroleum then the actual cost only of said storage shall be charged by the Agency, and such charges will be paid *pro rata* by the producer and other producers storing in the same tanks or reservoirs. All deliveries shall be based upon the gauge capacity of the storage tanks of the producers and all petroleum shall immediately upon delivery be [52]

the property of and the title thereto shall vest in the Agency.

The Producer agrees to operate, to their full capacity, all the wells upon said premises and any wells that may be drilled thereon during the life of this contract. And in the event the said minimum production cannot be maintained during said period, from the wells now upon said land, then, upon request therefor by the Agency, the Producer will drill such additional wells thereon as may be required to maintain the monthly production of such quantity, provided it is practicable to drill such additional wells and produce such minimum.

If for any reason the Producer is unable to meet the demand for petroleum made upon it by the Agency such Producer may at the option of the Agency be entitled at any future date to make up such difference between the amount called for and the amount supplied.

It is agreed on the part of the Producer that this contract shall run with and bind the land and every part thereof and all property of the Producer thereon or connected therewith and that the Agency shall have and is hereby given a lien upon all said property for the faithful and due performance by the Producer of all of the terms hereof upon the part of the Producer to be performed, and that the Agency shall also have and is hereby given a lien upon said property for the full amount of any sum which may become due the Agency hereunder and any damages that may arise or accrue hereunder or by reason of

the breach hereof by the Producer in favor of the Agency.

It is further agreed that in case of any breach of this contract on the part of the Producer the Agency may forthwith take possession of all of said property and operate the same with a view of complying with the obligations hereof toward the Agency and may charge the expense of such operation to the Producer. In case any person other than the said [53] Producer shall during the life of this contract occupy or be in the physical possession or control of any or all of said property, either with or without the consent of said Producer, it is understood and agreed that the Agency may at its option and without notice to the Producer recognize and deal with said parties in any manner it may see fit, and without any liability to the Producer therefor either under the terms of this contract or otherwise.

In case the Producer shall fail in any way whatsoever to fulfill and perform the obligations and conditions required to maintain for the benefit of the Agency, title and possession of said property whether under the terms of any lease, deed or contract affecting the said property or any provisions of law, or any law or regulation or otherwise it is expressly understood and agreed that the Agency may at its election immediately annul this contract or it may at its election proceed to fulfill or perform such conditions or obligations or terms necessary to maintain title and possession, and charge the same to the Producer, or deduct the cost and expenses thereof from any moneys of property which may be in or which may

come into its possession or under its control, and belonging to the Producer; and it may, at its option, compromise or settle any question or claims arising in any such connection in any manner which it may deem expedient—it being understood that the Agency may adopt any one or more of such options or may elect not to adopt any.

In case there shall be due the Agency or any person with whom the Agency may have dealt concerning such property or premises or any part thereof, any moneys or obligations, then and in such event the Agency may apply any money or property which may be in or which may come into its possession and which may belong to the Producer, to the liquidation of such claim and without any liability whatever to the Producer, but in such case a full accounting shall immediately be made [54] to such Producer.

The Producer agrees to comply with and hereby obligates itself to conform to all of the by-laws of the Agency, as well as any and all amendments thereto which may be adopted by the Agency during the life of this contract, it being understood that the said by-laws may be considered hereby to be made part and parcel of this contract.

The Producer and the Agency mutually agree that the Agency shall sell all petroleum produced by the Producer from the said land and deliver to the Agency hereunder in such lots as the Agency may determine, at the highest price obtainable therefor; all sales to be made under such contracts and on such terms as the Agency may deem advisable; and in conducting its business and making sales of said petro-

leum, the Agency shall have the authority to employ such agents, brokers or factors as it deems expedient, on such terms as it may agree upon. From the returns of such sales the Agency shall retain the sum of one-half a cent per barrel for all petroleum sold, accounting for and paying over to the Producer, when received by it, the difference between the selling price and the said amount of one-half a cent per barrel, and all storage, transportation and brokerage costs and other expenses chargeable against the Producer; Provided, however, such charge of one-half cent per barrel may be changed from time to time by the Board of Directors of the Agency at a meeting called for that purpose or at a regular meeting of said Board of Directors, but in no case shall such charge exceed the sum of two cents per barrel.

The Producer expressly agrees to be bound and is bound and obligated by each and all of the proceedings had [55] or taken by the Agency or to be hereafter had or taken by the Agency or its officers, touching or pertaining to the issuance of those Participation Certificates referred to in that certain resolution adopted by the Agency at a meeting of its Board of Directors held March 9th, 1912, which resolution is hereby referred to and made a part hereof, and including the execution of that certain contract and guaranty from the Agency to the Union Oil Company of California mentioned in the said Certificates.

The obligations of Producer regarding the said Participation Certificates and guaranty are understood to be the same in kind and extent as if Producer had expressly joined in all thereof at the time

of execution. But such obligations shall not be deemed to extend and do not extend beyond the oil under contract to the Agency by this sale contract or the proceeds thereof.

This contract or any part thereof, or any right arising thereunder, or any proceeds arising therefrom shall not be assigned or transferred, nor shall any of them be assigned or transferred, or assignable or transferable by the Producer, either voluntarily or by act of law save with the written consent of the Agency, it being expressly understood and agreed that the relations between the Producer and the Agency, arising or to arise hereunder are personal and unassignable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective presidents and secretaries and their respective corporate seals to be affixed, all under due authorization, the day and year first above written.

[Seal]

DOMINION OIL CO.

By T. R. FINLEY,

President. [56]

And N. M. CROSSETT,

Secretary.

INDEPENDENT OIL PRODUCERS
AGENCY.

By L. P. ST. CLAIR,

President.

[Seal]

And W. B. ROBB,

Secretary.

State of California,
County of Los Angeles,—ss.

On this 30th day of July, in the year one thousand nine hundred and 13 A. D., before me, H. L. Foster, a notary public in and for said county, personally appeared L. P. St. Clair, known to me to be the President, and W. B. Robb, known to me to be the secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation within named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county, the day and year in this certificate first above written.

[Seal]

H. L. FOSTER,

Notary Public in and for the County of Los Angeles,
State of California.

State of California,
County of Santa Barbara,—ss.

On this 23d day of January, in the year of our Lord one thousand nine hundred and thirteen, before me, C. U. Armstrong, a notary public in and for said county of Santa Barbara, State of California, residing therein, duly commissioned and sworn, personally appeared T. R. Finley and N. M. Crosett, known to me to be the president and secretary of the corporation that executed the within instrument, and acknowledged to me that such corporation [57] executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county, the day and year in this certificate first above written.

[Seal] C. U. ARMSTRONG,
Notary Public in and for Santa Barbara County,
State of California.

I, the undersigned, secretary of the Dominion Oil Company, a corporation, the party of the first part in the foregoing instrument, do hereby certify that said instrument was executed under due authorization of a resolution duly passed by the Board of Directors of said corporation, which meeting was duly called, a majority of said directors being present and voting thereat, and that said resolution was duly entered in the minutes of said corporation.

In Witness Whereof, I have hereunto set my name and affixed the seal of said corporation.

[Seal] N. M. CROSETT,
Secretary.

I, the undersigned, secretary of the Independent Oil Producers Agency, a corporation, the party of the second part in the foregoing instrument, do hereby certify that said instrument was executed under due authorization of a resolution duly passed by the Board of Directors of said corporation, which meeting was duly called, a majority of said directors being present and voting thereat, and that said resolution was duly entered in the minutes of said corporation.

In Witness Whereof, I have hereunto set my name and affixed the seal of said corporation.

[Seal] W. B. ROBB,
Secretary. [58]

COPY.

Approved June 27, 1913.

UNION OIL COMPANY OF CALIFORNIA.

By W. L. STEWART,
Vice-Pres.

By GILES KELLOGG,
Secretary.

[Endorsed]: Sale Contract. Independent Oil Producers Agency with Dominion Oil Company. Dated January 21, 1913. Recorded at request of W. B. Robb, July 31, 1913, at 30 min. past 10 A. M. in Book 22 of Agreements, page 212, Kern County Records. Chas. A. Lee, Recorder.

[Endorsed]: Receipt of a copy of the within Answer of Independent Oil Producers Agency admitted this 9th day of October, 1916.

A. E. CAMPBELL,
Atty. for Comp.

In Equity—No. A.-58. In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Answer of Independent Oil Producers Agency. Filed Oct. 10, 1916. Wm. M. Van Dyke, Clerk. T. F. Green, Deputy. Lane, White & Elliott, Attorneys at Law, 1003 Nevada Bank Bldg., San Francisco, Calif. [59]

At a stated term, to wit, the special October term, A. D. 1916, of the District Court of the United States, Southern District of California, Northern Division, held at the courtroom thereof, in the city of San Francisco, on Monday, the eighteenth day of December, in the year of our Lord one thousand nine hundred and sixteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQUITY.

THE UNITED STATES OF AMERICA,

Complainants,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court — December 18, 1916 — Order Denying Various Motions of Dominion Oil Company.

Frank Hall, Esq., special assistant to the U. S. Attorney General, appearing as counsel for the United States; counsel appearing for J. R. Pringle, Esq., on behalf of defendant Dominion Oil Company; on motion, it is ordered that this cause be, and the same hereby is submitted to the Court for its consideration and decision on the motion of defendant Dominion Oil Company to dismiss the bill of complaint, and also on the motion of said defendant to strike out certain portions of said bill of complaint, and also on the motion of said defendant to transfer said cause to the law side of this court, and

also on the motion of said defendant that complainants give further and better particulars of their claims; now, pursuant to the rulings of the Court on points of law in other cases upon similar motions, it is by the Court ordered that each and all of said motions of defendant Dominion Oil Company, namely, motion to transfer to the law side of this court, motion to dismiss the bill of complaint, motion to strike out portions of said bill of complaint and motion that complainants give further and better particulars of their claims, and like motions by defendants other than [60] Dominion Oil Company be, and each and all of said motions hereby are denied. [61]

In the District Court of the United States, in and for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Answer of Bankline Oil Company.

Comes now the defendant, Bankline Oil Company, objecting to the jurisdiction of the above-entitled court, and not waiving such objection, answers the bill of complaint on file in the above-entitled action as follows:

I.

Admits that Bankline Oil Company is a corporation organized and existing under and by virtue of the laws of the State of California.

II.

Denies that for a long time prior to, or on or at any time since the 27th day of September, 1909, plaintiff has been, or that it is now the owner of or entitled to the possession of the Northwest Quarter of Section 15, Township 31 South, Range 22 East, Mount Diablo Base and Meridian, or any part thereof, or of any of the oil or petroleum or gas or other mineral contained in said land.

III.

Denies that on the 27th day of September, 1909, or at any time, the President of the United States, acting by or through the Secretary of the Interior, or under the authority legally or otherwise vested in him so to do, or at all, duly or regularly, or at all withdrew or reserved all or any of the lands hereinabove described from mineral [62—63] exploration, or from all or any form of location or settlement, or selection, or filing, or entry, or patent, or occupation, or disposal under the mineral or non-mineral land laws or any laws of the United States, or that since said last-named date, none of said lands have been subject to exploration for mineral oil or petroleum, or gas, or occupation, or the institution of any rights under the public land laws of the United States; and in that behalf, alleged that the said lands, being occupied by a *bona fide* claimant

diligently at work, were not subject to any withdrawal.

IV.

Denies that in violation of any rights whatsoever of the plaintiff, or in violation of any law or any proclamation, the defendant, Dominion Oil Company, or General Petroleum Company, or Bankline Oil Company, entered upon said land subsequent to the 27th day of September, 1909, for the purpose of exploring said land for petroleum and gas, but alleges in that behalf that the predecessors in interest of this defendant entered upon said land long prior to September 27, 1909, for the purpose of exploring said land for petroleum and gas.

V.

Admits that no one had discovered any petroleum oil on said land prior to the 27th day of September, 1909, and admits that this defendant had not acquired any interest in said land prior to said date, but alleges in that behalf that the predecessors in interest of this defendant had acquired an interest in said land.

VI.

Denies that oil was discovered on said land for the first time in the latter part of the year 1910, but alleges that oil was discovered on said land in the month of December, 1909. [64]

VII.

Admits that this defendant is now extracting oil and gas from said land, but denies that it is drilling any oil or gas wells thereon or otherwise trespassing upon said land.

Admits that it asserts claims to said lands and will continue to extract oil therefrom, but denies that it will drill any oil or gas wells thereon, or otherwise trespass on said land, or do any waste thereon, and denies that it will do any act to the irreparable or any injury to plaintiff, or interfere with its policy or any policies of complainant with respect to the use or conservation or disposition of said lands, or with reference to the petroleum oil or gas contained therein.

VIII.

Denies that the locations under which this defendant claims are not valid as against complainant, or that no rights have accrued to this defendant.

Denies that any claims of this defendant cast any cloud upon the alleged title of complainant or wrongfully interfere with its operation or disposition of said land.

Denies that complainant is without redress or adequate remedy save by this suit, or that this suit is necessary to avoid a multiplicity of actions.

IX.

Denies that the predecessors in interest of this defendant were not *bona fide* occupants or claimants of said land in the diligent prosecution of work leading to a discovery of oil or gas on September 27, 1909.

X.

Admits that this defendant claims a leasehold interest in the North half of the South half of said Northwest Quarter of Section 15 under the location notice set out in [65] paragraph X of complain-

ant's Bill of Complaint and others.

XI.

Denies that said location notice was filed or posted for someone other than the persons whose names were used in said location notice, or that the names of said locators were used to enable the defendant British-American Oil Company or any other person to acquire more than twenty acres of mineral land, in violation of the laws of the United States, or at all.

Denies that said locators and each of them were not *bona fide* locators, or that they or any of them were without an interest in said location notice so filed, or that their names, or that the names of any of them were not used to enable each and all of them to secure twenty acres of land or patent therefor.

Denies that any of said persons was a mere dummy, or any dummy at all, or that the names of any of said persons were fraudulently or unlawfully used for any purpose whatsoever, and in that behalf this defendant alleges that said location notice was made for the benefit of more than eight persons, and that none of the persons for whose benefit said location was made had more than a twenty acre interest therein.

XII.

Denies that this defendant has no right, title or interest in and to said lands or in and to the petroleum deposited therein; denies that it has no right to extract the petroleum from said land or to convey or dispose of the petroleum so extracted.

Denies that any of the acts of this defendant were in violation of any law or laws of the United States,

or [66] of any order of withdrawal, or that any act or acts of this defendant were in violation of the rights or any right of the plaintiff, or that any act or acts of this defendant interfere with the execution by complainant of its public policies in respect to said land.

XIII.

Denies that plaintiff is without full and complete remedy in the premises save in a court of equity.

And for a further and additional defense, this defendant alleges:

I.

That this Court has no jurisdiction of the subject matter of the action; that the sole question involved is the right to the possession of said land and damages for the removal of oil therefrom, and that the plaintiff has a plain, speedy and adequate remedy at law in ejectment and for mesne profits.

II.

That this Court has no jurisdiction to determine either the title or right of possession of said land or render judgment for oil removed therefrom, for the reason that plaintiff has a plain, speedy and adequate remedy at law in ejectment, the defendant being in possession under the claim of right and claiming title to said land.

III.

That on or about the 1st day of January, 1909, said land was located by eight *bona fide* locators, each and every of them being then and there citizens of the United States; that the notice of location was posted on said land at said time, and the boundaries marked,

and copy of said location notice duly recorded in the office of the County Recorder of the County of Kern, State of California; that thereafter, the defendant, British-American Oil Company, acquired the [67] interest of said locators in said land, and thereafter the North Half of the South Half of said land was leased to the defendant the Bankline Oil Company, and the said Bankline Oil Company claims the said land last hereinabove described under and by virtue of the terms of said lease; that the said British-American Oil Company, and those claiming under it, was, on the 27th day of September, 1909, a *bona fide* occupant and claimant of said land, and diligently prosecuting work leading to a discovery of oil, and that said diligent prosecution or work was continued until oil was discovered thereon in paying quantities in the month of December, 1909.

IV.

That the said defendant, Bankline Oil Company, acquired its leasehold interest in said land in good faith, and for a valuable consideration, to wit, for the sum of \$40,000; that it had no knowledge, information or belief that the locators of said land were not *bona fide* locators, and that it was informed and believed that its predecessors in interest were diligently at work upon said land at the time of said withdrawal, and continued diligently at work until oil was discovered thereon.

V.

That more than five years prior to the commencement of the above-entitled action, this defendant and its predecessors in interest were in open, notorious

possession of the said land and the whole thereof, and diligently at work thereon, and have held and worked said claim during said period of time, and that during said period there was no adverse claim thereto.

That five years is the period of time prescribed by the statute of limitations for mining claims in the State of California, being the state in which said land is situated.

That defendant has never had any knowledge or notice that the complainant raised any question as to the validity of its title, and in reliance on said facts, this defendant has [67½] expended in excess of \$80,000 in improvements on said land.

That defendant demands a trial by jury of its right to the possession of said land and the minerals therein contained, and that have been heretofore removed therefrom.

WHEREFORE, plaintiff prays that complainant take nothing by its action, and that it be hence dismissed.

BANKLINE OIL COMPANY.

By A. L. WEIL,
Its Solicitor.

[Endorsed]: No. A.-58. United States District Court, Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Answer of Bankline Oil Company Filed Jan. 15, 1917. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney for

Defendants, 1206 Alaska Commercial Building, San Francisco, Cal. [68]

At a special term, to wit, the January, A. D. 1917, term of the District Court of the United States, within and for the Southern District of California, Northern Division, held at the courtroom thereof in Los Angeles, on Thursday, the 29th day of March, in the year of our Lord one thousand nine hundred and seventeen. Present: The Honorable BENJAMIN F. BLEDSOE, District Judge.

No. A.-58—EQUITY.

UNITED STATES OF AMERICA,

Complainants,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—March 29, 1917—Order Setting Cause for Hearing on Plaintiff's Application to Amend Bill.

On motion of E. J. Justice, Esq., Special Assistant to the U. S. Attorney General, of counsel for the United States, it is ordered that, for hearing on complainants' motion for leave to amend the bill of complaint herein, this cause be, and the same hereby is continued until Wednesday, the 18th day of April, 1917, at 10 o'clock A. M., at San Francisco, California. [69]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.—58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, PRODUCERS TRANSPORTATION COMPANY, BRITISH-AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. B. PERKEY, and F. J. ELLIOTT,
Defendants.

Notice of Motion for Leave to File Amended Bill of Complaint.

To Felix Chappellet:

You will take notice that at 10 o'clock A. M., on Tuesday, the 17th day of April, A. D. 1917, in the Federal courtrooms of the Postoffice Building at San Francisco, California, the plaintiff will present to Honorable BENJAMIN F. BLEDSOE, Judge of the District Court of the United States for the Southern District of California, Northern Division, its motion for leave to file an amended bill of complaint

herein, a copy of which motion and said amended bill of complaint are [70] attached hereto and made a part hereof.

Dated at Los Angeles, Calif., this 9th day of April, 1917.

THOMAS W. GREGORY,
Attorney General,
E. J. JUSTICE,
Special Assistant to the Attorney General,
ALBERT SCHOONOVER,
United States Attorney,
Attorneys for Plaintiff. [71]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A-58.

UNITED STATES OF AMERICA,
Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, PRODUCERS TRANSPORTATION COMPANY, BRITISH AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. B. PERKEY, and F. J. ELLIOTT,
Defendants.

Motion for Leave to File Amended Bill of Complaint.

Comes now the plaintiff, by its solicitors, and respectfully represents that at the date of exhibiting the original bill herein, the plaintiff and its officials who were charged with the conduct of this suit were advised and believed that the lands herein involved were then claimed by and in the possession of the defendants, Dominion Oil Company, General Petroleum Company, and Bankline Oil Company, and so alleged in its said bill; that plaintiff and its said officials are informed and believe, and upon such information and belief represents unto this Honorable Court, that subsequent to the exhibiting of said original bill the General Petroleum Corporation commenced to and does now claim some interest and right of possession in and to said lands and the oil and gas that has been and is being extracted therefrom; and that plaintiff and its said officials [72] are informed and believe, and upon such information and belief represent, that John Barneson and Felix Chappellet were, at the date of exhibiting the original bill herein, ever since have been, and are now in the possession of and claiming some interest in the lands herein involved, and have been and are now extracting therefrom and appropriating to their own use and benefit the oil and gas contained in said lands. And plaintiff further represents unto the Honorable Court that the information respecting the occupancy and claim asserted by the said

John Barneson and Felix Chappellet first came to plaintiff and its said officials on March 20, A. D. 1917, and not before, and because of such lack of information with respect to said claims of said Barneson and Chappellet, the plaintiff did not join them as parties defendant in the original bill.

Plaintiff further represents that the said General Petroleum Corporation, John Barneson, and Felix Chappellet are proper and indispensable parties to a complete determination of this cause.

WHEREFORE, plaintiff prays that an order may be made and entered of record allowing it to file instanter an amended bill of complaint joining the said General Petroleum Corporation, John Barneson, and Felix Chappellet as parties defendant herein, and that the process of this Court may be issued and served upon said defendants commanding them to be and appear before this Court, at a date therein to be fixed, to answer to said amended bill or plead as they may be advised.

(Sig.) E. J. JUSTICE,

(Sig.) FRANK HALL,

Solicitors for Plaintiff. [73]

United States of America,
Northern District of California,
State of California,—ss.

Frank Hall, being first duly sworn, deposes and says:

That he is a Special Assistant to the Attorney General of the United States and one of the solicitors for the plaintiff in said cause; that he has

read the above and foregoing motion and is familiar with the contents thereof.

Affiant further says that he is informed as to the matters and things as stated in the foregoing motion, and that the matters therein stated are true, except as to such matters as are stated to be on information and belief, and as to those, affiant states that he believes them to be true.

(Sig.) FRANK HALL.

Subscribed and sworn to before me, this 23d day of March, 1917.

(Sig.) LYLE S. MORRIS,
Deputy Clerk U. S. District Court, Northern District of California. [74]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, GENERAL PETROLEUM CORPORATION, PRODUCERS TRANSPORTATION COMPANY, BRIT-

ISH-AMERICAN OIL COMPANY, NORTH
MIDWAY OIL COMPANY, SUSAN ELLI-
OTT, A. B. PERKEY, F. J. ELLIOTT,
JOHN BARNESON, and FELIX CHAP-
PELLET,

Defendants.

Amended Bill of Complaint.

To the Judges of the District Court of the United
States for the Southern District of California,
Sitting Within and for the Northern Division
of Said District:

Comes now the United States of America, by
Thomas W. Gregory, its Attorney General, leave of
Court being first had and obtained, and presents this
its amended bill in Equity against Dominion Oil
Company, General Petroleum Company, Bankline
Oil Company, Standard Oil Company, General Pipe-
Line Company of California, Independent Oil Pro-
ducers Agency, General Petroleum Corporation,
Producers Transportation Company, British Amer-
ican Oil Company, North Midway Oil Company,
Susan Elliott, A. B. Perkey, F. J. Elliott, John
Barneson, and Felix Chappellet (citizens and resi-
dents, respectively, as stated in the next succeeding
paragraph of this bill), and for cause of complaint
alleges: [75]

I.

Each of the defendants, Dominion Oil Company,
General Petroleum Company, Bankline Oil Com-
pany, Standard Oil Company, General Pipe-line
Company of California, Independent Oil Producers

Agency, General Petroleum Corporation, Producers Transportation Company, British American Oil Company, and North Midway Oil Company, now is and at all the times hereinafter mentioned as to it was a corporation organized under the laws of the State of California.

The defendants, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson, and Felix Chappellet, now are and at all the times hereinafter mentioned as to them were residents and citizens of the State of California, as complainant is advised and believes and so alleges.

II.

For a long time prior to and on the 27th day of September, 1909, and at all times since said date, the plaintiff has been and now is the owner and entitled to the possession of the following described petroleum, or mineral oil, and gas lands, to wit:

The Northwest quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. M.

and of the oil, petroleum, gas and all other minerals contained in said land.

III.

On the 27th day of September, 1909, the President of the United States, acting by and through the Secretary of the Interior and under the authority legally invested in him so to do, duly and regularly withdrew and reserved all of the land hereinbefore particularly described (together with other lands) from mineral exploration and from all forms of location or settlement, selection, filing, entry, patent, [76]

occupation or disposal, under the mineral and non-mineral land laws of the United States, and since said last-named date, none of said lands have been subject to exploration for mineral oil, petroleum or gas, occupation or the institution of any right under the public land laws of the United States.

IV.

Notwithstanding the premises and in violation of the proprietary and other rights of this plaintiff, and in violation of the laws of the United States and lawful orders and proclamations of the President of the United States, and particularly in violation of the said order of withdrawal of the 27th day of September, 1909, the defendants herein, to wit, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and Felix Chappellet, entered upon the said land hereinbefore particularly described long subsequent to the 27th day of September, 1909, for the purpose of exploring said land for petroleum and gas.

V.

Neither of said defendants, nor any person or corporation under or through whom they claim a right or interest in said land, had discovered petroleum oil, gas or other minerals on or in said land before said land was withdrawn, as hereinbefore stated, by said withdrawal order made on the 27th day of September, 1909, as hereinbefore set forth; and neither of said defendants had acquired any rights on or with respect to said lands, or any part thereof, on or prior to said date.

VI.

Long after the said order of withdrawal of September 27, 1909, to wit, some time in the latter part of the [77] year 1910, as plaintiff is informed and believes, there was first produced minerals, to wit, petroleum and gas, on or from said land; and the defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and Felix Chappellet, have produced and caused to be produced therefrom large quantities of petroleum and gas, but the exact amount so produced plaintiff is unable to state. Of the petroleum and gas so produced, large quantities thereof have been sold and delivered by the said defendant, Dominion Oil Company, to the Standard Oil Company, Independent Oil Producers Agency and Producers Transportation Company; and the said defendants, John Barneson and Felix Chappellet, have sold and disposed of large quantities of oil and gas produced from said land to the said defendants General Petroleum Company and General Petroleum Corporation; and the said defendants, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and Felix Chappellet, have sold and disposed of oil and gas produced from said land to others to plaintiff unknown. Plaintiff does not know and is therefore unable to state the amount of petroleum and gas which said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and Felix Chappellet, have

extracted from said land and sold, nor the amount extracted and now remaining undisposed of; nor the price received for such oil and gas as has been sold, and has no means of ascertaining the facts in the premises except from said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, Independent Oil Producers Agency, Producers Transportation Company, General Petroleum Corporation, [78] John Barneson, and Felix Chappellet, and therefore a full discovery from said defendants is sought herein.

VII.

Each of the defendants, to wit, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and Felix Chappellet, hereinbefore alleged to have entered upon said lands, are now extracting oil and gas from said lands, drilling oil and gas wells thereon and otherwise trespassing upon said lands and asserting claims thereto, and threaten to and will, unless restrained by an order of this Court, continue to extract oil and gas from said lands, and to drill oil and gas wells thereon, and operate the same and extract oil and gas from said lands, and otherwise trespass upon said lands, and commit waste thereon, all to the irreparable injury of complainant and in interference with the policies of the complainant with respect to the conservation, use and disposition of said lands, and particularly the petroleum, oil and gas contained therein.

VIII.

Each of the defendants claim some right, title or interest in said land or some part thereof, or in the oil, petroleum or gas extracted therefrom, or in or to the proceeds arising from the sale thereof, or through and by purchase thereof; and each of said claims is predicated upon or derived directly or mediately from some pretended notice or notices of mining locations, and by conveyances, contracts or liens directly or mediately from said such pretended locators. But none of such location notices and claims are valid against complainant, and no rights have accrued to the defendants, or either of them, thereunder, either directly or mediately; nor have any minerals been [79] discovered or produced on said land except as hereinbefore stated; but said claims so asserted cast a cloud upon the title of the complainant and wrongfully interfere with its operation and disposition of said land, to the great and irreparable injury of complainant; and the complainant is without redress or adequate remedy save by this suit, and this suit is necessary to avoid a multiplicity of actions.

IX.

Neither of the defendants, nor any person or corporation from whom they have derived any alleged interest, was, at the date of said order of withdrawal of September 27, 1909, nor was any other person at such date, a *bona fide* occupant or claimant of said land and in the diligent prosecution of work leading to the discovery of oil or gas.

X.

The defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and Felix Chappellet, claim said lands under an alleged location notice which purports to have been posted and filed in the names of L. W. Andrews, Geo. C. Haldeman, Frank R. Strong, Stephen R. Dorsey, Wallace C. Dickinson, Warren F. McGrath, Geo. W. Dickinson and O. C. Gebauer, and known as the "Zee No. 8" Placer Mining Claim, bearing date January 1st, 1908.

XI.

The said location notice was filed and posted by or for the sole benefit of the defendant, British American Oil Company, or for someone else other than the persons whose names were used in said pretended location notice, and the names of the pretended locators above set out were used to enable the defendant, British American Oil Company, or some person, other than said persons whose names were [80] so used, to acquire more than twenty acres of mineral land in violation of the laws of the United States. The said persons whose names were so used in said location notice were not *bona fide* locators, and each of them was without an interest in said location notice so filed, and their names were not used to enable each of them, or either of them to secure only twenty acres of said land or patent therefor; but each of said persons was a mere dummy fraudulently and unlawfully used for the

purposes alleged, all of which complainant is informed and believes, and so alleges.

XII.

Except as in this bill stated, the plaintiff has no other knowledge or information concerning the nature of any other claims asserted by the defendants herein, or any of them, and therefore leaves said defendants to set forth their respective claims of interest.

In that behalf, the plaintiff alleges that, because of the premises of this bill, none of the defendants has or ever had any right, title or interest in or to, or lien upon said land, or any part thereof, or any right, title or interest in or to the petroleum, mineral oil or gas deposited therein, or any right to extract the petroleum or mineral oil or gas from said land, or to convey and dispose of the petroleum and gas so extracted, or any part thereof. On the contrary, the acts of those defendants who have entered upon said land and drilled oil wells and used and appropriated the petroleum and gas deposited therein, and assumed to sell and convey any interest in or to any part of said land, were all in violation of the laws of the United States and the aforesaid order withdrawing and reserving said land and all of said acts were and are in violation of the rights of the plaintiff, and such acts interfere with [81] the execution by complainant of its public policies with respect to said land.

XIII.

The present value of said land hereinbefore de-

scribed exceeds Three Hundred Thousand Dollars (\$300,000).

In consideration of the premises thus exhibited, and inasmuch as plaintiff is without full and adequate remedy in the premises save in a court of equity where matters of this nature are properly cognizable and relievable, plaintiff prays:

1. That said defendants, and each of them, may be required to make full, true and direct answer respectively to all and singular the matters and things hereinbefore stated and charged, and to fully disclose and state their claims to said land hereinbefore described, and to any and all parts thereof, as fully and particularly as if they had been particularly interrogated thereunto, but not under oath, answer under oath being hereby expressly waived:

2. That the said land may be declared by this Court to have been at all times from and after the 27th day of September, 1909, lawfully withdrawn from mineral exploration and from all forms of location, settlement, selection, filing, entry or disposal under the mineral or nonmineral public land laws of the United States; and that the said location notice was fraudulently filed and the said defendants did not acquire any right thereunder.

3. That said defendants, and each of them, may be adjudged and decreed to have no estate, right, title, interest or claim in or to said land, or any part thereof, or in or to any mineral or minerals or mineral deposits contained in or under said land, or any part thereof; and that all and singular of said land, together with all of [82] the minerals and min-

eral deposits, including mineral oil, petroleum and gas therein or thereunder contained, may be adjudged and decreed to be the perfect property of this plaintiff, free and clear of the claims of said defendants and each and every one of them.

4. That each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from asserting or claiming any right, title, interest, claim or lien in or to the said land, or any part thereof, or in or to any of the minerals or mineral deposits therein or thereunder contained; and that each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from going upon any part or portion of said land, and from in any manner using any of said land and premises, and from in any manner extracting, removing or using any of the minerals deposited in or under said land and premises, or any part or portion thereof, or any of the other natural products thereof, and from in any manner committing any trespass or waste upon any of said land or with reference to any of the minerals deposited therein or thereunder, or any of the other natural products thereof.

5. That an accounting may be had by said defendants, and each and every one of them, wherein said defendants, and each of them, shall make a full, complete, itemized and correct disclosure of the quantity of minerals (and particularly petroleum) removed or extracted or received by them, or either

of them, from said land, or any part thereof; and of any and all moneys or other property or thing of value received from the sale or disposition of [83] any and all minerals extracted from said land or any part thereof and of all rents and profits received under any sale, lease, transfer, conveyance, contract or agreement concerning said land, or any part thereof; and that the plaintiff may recover from said defendants, respectively, all damages sustained by the plaintiff in these premises.

6. That a receiver may be appointed by this Court to take possession of said land and of all wells, derricks, drills, pumps, storage-vats, pipes, pipe-lines, shops, machinery, tools and appliances of every character whatsoever thereon, belonging to or in the possession of said defendants, or any of them, which have been used or now are being used in the extraction, storage, transportation, refining, sale, manufacture or in any other manner in the production of petroleum or petroleum products or other minerals from said land, or any part thereof, for the purpose of continuing, and with full power and authority to continue, the operations on said land in the production and sale of petroleum and other minerals when such course is necessary to protect the property of the complainant against injury and waste, and for the preservation, protection and use of the oil and gas in said land, and the wells, derricks, pumps, tanks, storage vats, pipes, pipe-lines, houses, shops, tools, machinery and appliances being used by the defendants, their officers, agents or assigns, in the production, transportation, manufac-

ture or sale of petroleum or other minerals from said land, or any part thereof, and that such receiver may have the usual and general powers vested in receivers of courts of chancery.

7. That the plaintiff may have such other and further relief as in equity may seem just and proper.

To the end, therefore, that this plaintiff may [84] obtain the relief to which it is justly entitled in the premises, may it please your honors to grant unto the plaintiff a writ or writs of subpoena, issued by and under the seal of this Honorable Court, directed to said defendants herein, to wit: Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson and Felix Chappellet, therein and thereby commanding them, and each of them, at a certain time and under a certain penalty therein to be named, to be and appear before this Honorable Court and then and there, severally, full, true and direct answers made to all and singular the premises, but not under oath, answer under oath being hereby expressly waived, and stand to perform and abide by such order, direction and decree as may be made against them, or any of them, in the premises, and

shall be meet and agreeable to equity.

THOMAS W. GREGORY,
Attorney General of the United States.

ALBERT SCHOONOVER,
United States District Attorney.

E. J. JUSTICE,
Special Assistant to the Attorney General.

A. E. CAMPBELL,
Special Assistant to the Attorney General.

FRANK HALL,
Special Assistant to the Attorney General.

[85]

United States of America,
Northern District of California,
State of California,—ss.

George Hayworth, being first duly sworn, deposes and says:

He is now and has been since the first day of February, 1914, Chief of Field Division of the General Land Office at San Francisco, California, and prior to that time was, since July, 1910, a special agent of the General Land Office doing field work in California, and much of said work has been done in the investigation of facts relating to the lands withdrawn by the President as oil lands, and especially the lands withdrawn by order of September 27, 1909, and by the order of July 2, 1910.

That from examination of such lands, or the facts in relation thereto obtained by him or by special agents acting under his direction as such Chief of Field Division, and from examination of the records of the General Land Office, and the local land offices

of plaintiff in said State of California, he is informed as to the matters and things as stated in the complaint with reference to the particular lands therein described; and the matters therein stated are true, except as to such matters as are alleged upon information and belief, and as to those, affiant after investigation, states he believes them to be true.

GEORGE HAYWORTH.

Subscribed and sworn to before me, this 23 day of March, 1917.

(Sig.) C. W. CALBREATH,
Deputy Clerk U. S. District Court, Northern District of California. [86]

[Endorsed]: Form No. 680. In Equity—No. A.-58. In the District Court of the United States, for the Southern Dist. of California, Northern Division. United States of America, Plaintiff, vs. Dominion Oil Co. et al., Defendants. Notice of Motion for Order Allowing the Filing of an Amended Bill of Complaint. Filed April 11, 1919. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk.

Due service and receipt of a copy of the within notice of motion is hereby admitted this 9th day of April, 1917.

(Signed) F. CHAPPELLET. [87]

*In the District Court of the United States, in and for
the Southern District of California, Northern
Division, Ninth Circuit.*

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Motion of John Barneson for Dismissal.

Comes now the defendant, John Barneson, and moves to dismiss the amended bill of complaint in the above-entitled action, and alleges:

I.

That said amended bill of complaint does not state facts sufficient to constitute a cause of action in equity against this defendant.

II.

That it appears on the face of said amended bill of complaint that the defendants are in possession of said property under claim of title, and that plaintiff has a plain, speedy and adequate remedy at law in ejectment for mesne profits, and that a court of equity has no jurisdiction of said action.

III.

That a court of equity has no jurisdiction to determine the title or right of possession or for damages for oil removed, for the reason that it appears on the face of the said amended bill of complaint that defendants are in possession of said property, and are holding the same under claim of right;

WHEREFORE, defendant John Barneson prays that said amended bill of complaint may be dismissed. [88]

A. L. WEIL,
Solicitor for Defendant John Barneson.

[Endorsed]: No. A.-58—In Equity. United States District Court, Southern District of California, Northern Division, 9th Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Motion of John Barneson to Dismiss Amended Bill of Complaint. Filed Apr. 23, 1917. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney at Law, 1202 Alaska Commercial Building, San Francisco, Cal. [89]

In the District Court of the United States, in and for the Southern District of California, Northern Division, Ninth Circuit.

No. A.-58—IN EQUITY.

UNITED STATES OF AMERICA,
Plaintiff,
vs.
DOMINION OIL COMPANY et al.,
Defendants.

Disclaimer of General Petroleum Corporation.

Comes now the General Petroleum Corporation, and alleges that it has not now, and never had had or claimed any right, title or interest of any kind or character in or to any part of the Northwest Quarter

of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. B. & M.

A. L. WEIL,

Solicitor for Defendant General Petroleum Corp.

[Endorsed]: No. A.-58. United States District Court, Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Disclaimer of General Petroleum Corporation. Filed Apr. 26, 1917. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney for Defendants, 1206 Alaska Commercial Building, San Francisco, Cal [90]

In the District Court of the United States, in and for the Southern District of California, Northern Division, Ninth Circuit.

No. A.-58—IN EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Disclaimer of Felix Chappellet.

Comes now Felix Chappellet, and alleges that he has not now and never has had or claimed any right, title or interest of any kind or character in or to any part of the Northwest quarter of Section Fif-

teen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. B. & M.

A. L. WEIL,

Solicitor for Defendant Felix Chappellet.

[Endorsed]: No. A.-58—In Equity. United States of America, Southern District of California, Northern Division, 9th Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendant. Disclaimer of Felix Chappellet. Filed Apr. 26, 1917. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney at Law, 1202 Alaska Commercial Building, San Francisco, Cal. [91]

At a stated term, to wit, the January Term, A. D. 1917, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the courtroom thereof, in the city of Los Angeles, on Saturday, the twenty-eighth day of April, in the year of our Lord one thousand nine hundred and seventeen. Present: The Honorable BENJAMIN F. BLEDSOE, District Judge.

No. A.-58—EQUITY.

THE UNITED STATES OF AMERICA,

Complainants,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 28, 1917—Order Allowing Plaintiff to File Amended Bill of Complaint.

On motion of Albert Schoonover, Esq., U. S. Attorney, of counsel for the United States, it is ordered that complainants be, and they hereby are allowed to file herein an amended bill of complaint making John Barneson, William Walker and General Petroleum Corporation additional defendants in this cause, a copy of said amended bill of complaint to be served on each of the defendants herein who have appeared in this cause. [92]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, GENERAL PETROLEUM CORPORATION, PRODUCERS TRANSPORTATION COMPANY, BRITISH-AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY,

SUSAN ELLIOTT, A. B. PERKEY, F. J. ELLIOTT, JOHN BARNESON, and WILLIAM WALKER,

Defendants.

Amended Bill of Complaint.

To the Judges of the District Court of the United States for the Southern District of California, Sitting Within and for the Northern Division of said District:

Comes now the United States of America, by Thomas W. Gregory, its Attorney General leave of Court being first had and obtained, and presents this its amended bill in equity against Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, General Petroleum Corporation Producers Transportation Company, British-American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson, and William Walker (citizens and residents respectively, as stated in the next succeeding paragraph of this bill), and for cause of complaint alleges: [93]

I.

Each of the defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British-American Oil Company, and North Midway Oil Company, now is

and at all the times hereinafter mentioned as to it was a corporation organized under the laws of the State of California.

The defendants, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson, and William Walker, now are and at all the times hereinafter mentioned as to them were residents and citizens of the State of California, as complainant is advised and believes and so alleges.

II.

For a long time prior to and on the 27th day of September, 1909, and at all times since said date, the plaintiff has been and now is the owner and entitled to the possession of the following described petroleum, or mineral oil, and gas lands, to wit:

The Northwest quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. M., and of the oil, petroleum, gas and all other minerals contained in said land.

III.

On the 27th day of September, 1909, the President of the United States, acting by and through the Secretary of the Interior and under the authority legally invested in him so to do, duly and regularly withdrew and reserved all of the land hereinbefore particularly described (together with other lands) from mineral exploration and from all forms of location or settlement, selection, filing, entry, patent, [94] occupation or disposal, under the mineral and nonmineral land laws of the United States, and since said last-named date, none of said lands have been

subject to exploration for mineral oil, petroleum or gas, occupation or the institution of any right under the public land laws of the United States.

IV.

Notwithstanding the premises and in violation of the proprietary and other rights of this plaintiff, and in violation of the laws of the United States and lawful orders and proclamations of the President of the United States, and particularly in violation of the said order of withdrawal of the 27th day of September, 1909, the defendants herein, to wit, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker, entered upon the said land hereinbefore particularly described long subsequent to the 27th day of September, 1909, for the purpose of exploring said land for petroleum and gas.

V.

Neither of said defendants, nor any person or corporation under or through whom they claim a right or interest in said land, had discovered petroleum oil, gas or other minerals on or in said land before said land was withdrawn, as hereinbefore stated, by said withdrawal order made on the 27th day of September, 1909, as hereinbefore set forth; and neither of said defendants had acquired any rights on or with respect to said lands, or any part thereof, on or prior to said date.

VI.

Long after the said order of withdrawal of September 27, 1909, to wit, some time in the latter part

of the [95] year 1910, as plaintiff is informed and believes, there was first produced minerals, to wit, petroleum and gas, on or from said land; and the defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker have produced and caused to be produced therefrom large quantities of petroleum and gas, but the exact amount so produced plaintiff is unable to state. Of the petroleum and gas so produced, large quantities thereof have been sold and delivered by the said defendant, Dominion Oil Company, to the Standard Oil Company, Independent Oil Producers Agency and Producers Transportation Company; and the said defendants, John Barneson and William Walker have sold and disposed of large quantities of oil and gas produced from said land to the said defendants, General Petroleum Company and General Petroleum Corporation; and the said defendants, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker have sold and disposed of oil and gas produced from said land to others to plaintiff unknown. Plaintiff does not know and is therefore unable to state the amount of petroleum and gas which said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker, have extracted from said land and sold, nor the amount extracted and now remaining undisposed of; nor the price received for such oil and gas as has been sold, and has

no means of ascertaining the facts in the premises except from said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, Independent Oil Producers Agency, Producers Transportation Company, General Petroleum Corporation, [96] John Barneson, and William Walker, and therefore a full discovery from said defendants is sought herein.

VII.

Each of the defendants, to wit, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker hereinbefore alleged to have entered upon said lands, are now extracting oil and gas from said lands, drilling oil and gas wells thereon and otherwise trespassing upon said lands and asserting claims thereto, and threaten to and will, unless restrained by an order of this Court, continue to extract oil and gas from said lands and to drill oil and gas wells thereon, and operate the same and extract oil and gas from said lands, and otherwise trespass upon said lands, and commit waste thereon, all to the irreparable injury of complainant and in interference with the policies of the complainant with respect to the conservation, use and disposition of said lands, and particularly the petroleum, oil and gas contained therein.

VII.

Each of the defendants claims some right, title or interest in said land or some part thereof, or in the oil, petroleum or gas extracted therefrom, or in or to the proceeds arising from the sale thereof, or through

and by purchase thereof; and each of said claims is predicated upon or derived directly or mediately from some pretended notice or notices of mining locations, and by conveyances, contracts or liens directly or mediately from said such pretended locators. But none of such location notices and claims are valid against complainant, and no rights have accrued to the defendants, or either of them, thereunder, either directly or mediately; nor have any minerals been [97] discovered or produced on said land except as hereinbefore stated; but said claims so asserted cast a cloud upon the title of the complainant and wrongfully interfere with its operation and disposition of said land, to the great and irreparable injury of complainant; and the complainant is without redress or adequate remedy save by this suit, and this suit is necessary to avoid a multiplicity of actions.

IX.

Neither of the defendants, nor any person or corporation from whom they have derived any alleged interest, was, at the date of said order of withdrawal of September 27, 1909, nor was any other person at such date, a *bona fide* occupant or claimant of said land and in the diligent prosecution of work leading to the discovery of oil or gas.

X.

The defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker claim said lands under an alleged location notice which purports to have been posted and filed in the names of L. W. Andrews, Geo. C.

Haldeman, Frank R. Strong, Stephen R. Dorsey, Wallace C. Dickinson, Warren F. McGrath, Geo. W. Dickinson and O. C. Gebauer, and known as the "Zee No. 8" Placer Mining Claim, bearing date January 1st, 1908.

XI.

The said location notice was filed and posted by or for the sole benefit of the defendant, British American Oil Company, or for someone else other than the persons whose names were used in said pretended location notice, and the names of the pretended locators above set out were used to enable the defendant, British American Oil Company, or some person, other than said persons whose names were [98] so used, to acquire more than twenty acres of mineral land in violation of the laws of the United States. The said persons whose names were so used in said location notice were not *bona fide* locators, and each of them was without an interest in said location notice so filed, and their names were not used to enable each of them, or either of them, to secure only twenty acres of said land or patent therefor; but each of said persons was a mere dummy fraudulently and unlawfully used for the purposes alleged, all of which complainant is informed and believes, and so alleges.

XII.

Except as in this bill stated, the plaintiff has no other knowledge or information concerning the nature of any other claims asserted by the defendants herein, or any of them, and therefore leaves said defendants to set forth their respective claims of interest.

In that behalf, the plaintiff alleges that, because of the premises of this bill, none of the defendants has or ever had any right, title or interest in or to, or lien upon said land, or any part thereof or any right title or interest in or to the petroleum mineral oil or gas deposited therein or any right to extract the petroleum or mineral oil or gas from said land, or to convey and dispose of the petroleum and gas so extracted, or any part thereof.

On the contrary the acts of those defendants who have entered upon said land and drilled oil wells and used and appropriated the petroleum and gas deposited therein and assumed to sell and convey any interest in or to any part of said land, were all in violation of the laws of the United States and the aforesaid order withdrawing and reserving said land; and all of said acts were and are in violation of the rights of the plaintiff and such acts interfere with [99] the execution by complainant of its public policies with respect to said land.

XIII.

The present value of said land hereinbefore described exceeds Three Hundred Thousand Dollars (\$300,000).

In consideration of the premises thus exhibited, and inasmuch as plaintiff is without full and adequate remedy in the premises save in a court of equity where matters of this nature are properly cognizable and relievable, plaintiff prays:

1. That said defendants and each of them may be required to make full, true and direct answer respectively to all and singular the matters and things

hereinbefore stated and charged, and to fully disclose and state their claims to said land hereinbefore described, and to any and all parts thereof, as fully and particularly as if they had been particularly interrogated thereunto, but not under oath, answer under oath being hereby expressly waived.

2. That the said land may be declared by this Court to have been at all times from and after the 27th day of September, 1909, lawfully withdrawn from mineral exploration and from all forms of location settlement selection, filing, entry or disposal under the mineral or nonmineral public-land laws of the United States; and that the said location notice was fraudulently filed and the said defendants did not acquire any right thereunder.

3. That said defendants, and each of them, may be adjudged and decreed to have no estate, right, title, interest or claim in or to said land, or any part thereof, or in or to any mineral or minerals or mineral deposits, including mineral oil, petroleum and part thereof; and that all and singular of said land, together with all of [100] the minerals and mineral deposits, including mineral oil, petroleum and gas therein or thereunder contained, may be adjudged and decreed to be the perfect property of this plaintiff, free and clear of the claims of said defendants and each and every one of them.

4. That each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from asserting or claiming any right, title, interest, claim or lien in or to the

said land, or any part thereof, or in or to any of the minerals or mineral deposits therein or thereunder contained; and that each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from going upon any part or portion of said land, and from in any manner using any of said land and premises, and from in any manner extracting, removing or using any of the minerals deposited in or under said land and premises, or any part or portion thereof, or any of the other natural products thereof, and from in any manner committing any trespass or waste upon any of said land or with reference to any of the minerals deposited therein or thereunder, or any of the other natural products thereof.

5. That an accounting may be had by said defendants, and each and every one of them, wherein said defendants, and each of them, shall make a full, complete, itemized and correct disclosure of the quantity of minerals (and particularly petroleum) removed or extracted or received by them, or either of them, from said land, or any part thereof; and of any and all moneys or other property or thing of value received from the sale or disposition of [101] any and all minerals extracted from said land or any part thereof and of all rents and profits received under any sale, lease, transfer, conveyance, contract or agreement concerning said land, or any part thereof; and that the plaintiff may recover from said defendants, respectively, all damages sustained by the plaintiff in these premises.

6. That a receiver may be appointed by this Court to take possession of said land and of all wells, derricks, drills, pumps, storage-vats, pipes, pipe-lines, shops, machinery, tools and appliances of every character whatsoever thereon, belonging to or in the possession of said defendants, or any of them, which have been used or now are being used in the extraction, storage, transportation, refining, sale, manufacture or in any other manner in the production of petroleum or petroleum products or other minerals from said land, or any part thereof, for the purpose of continuing, and with full power and authority to continue, the operations on said land in the production and sale of petroleum and other minerals when such course is necessary to protect the property of the complainant against injury and waste, and for the preservation, protection and use of the oil and gas in said land, and the wells, derricks, pumps, tanks, storage-vats, pipes, pipe-lines, houses, shops, tools, machinery and appliances being used by the defendants, their officers, agents or assigns, in the production, transportation, manufacture or sale of petroleum or other minerals from said land, or any part thereof, and that such receiver may have the usual and general powers vested in Receivers of Courts of Chancery.

7. That the plaintiff may have such other and further relief as in equity may seem just and proper.

To the end, therefore, that this plaintiff may [102] obtain the relief to which it is justly entitled in the premises, MAY IT PLEASE YOUR HON-

ORS to grant unto the plaintiff a writ or writs of subpoena, issued by and under the seal of this Honorable Court, directed to said defendants herein, to wit: Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson, and William Walker therein and thereby commanding them, and each of them, at a certain time and under a certain penalty therein to be named, to be and appear before this Honorable Court and then and there, severally, full, true and direct answers make to all and singular the premises, but not under oath, answer under oath being hereby expressly waived, and stand to perform and abide by such order, direction and decree as may be made against them, or any of them, in the premises, and shall be meet and agreeable to equity.

T. W. GREGORY,

Attorney General of the United States.

ALBERT SCHOONOVER,

United States District Attorney.

E. J. JUSTICE,

Special Assistant to the Attorney General.

FRANK HALL,

Special Assistant to the Attorney General.

Special Assistant to the Attorney General.

United States of America,
Northern District of California,
State of California,—ss.

George Hayworth, being first duly sworn, deposes and says:

He is now and has been since the first day of February, 1914, Chief of Field Division of the General Land Office at San Francisco, California, and prior to that time was, since July, 1910, a Special Agent of the General Land Office doing field work in California, and much of said work has been done in the investigation of facts relating to the lands withdrawn by the President as oil lands, and especially the lands withdrawn by order of September 27, 1909, and by the order of July 2, 1910.

That from examination of such lands, or the facts in relation thereto obtained by him or by Special Agents acting under his direction as such Chief of Field Division, and from examinations of the records of the General Land Office, and the local land offices of plaintiff in said State of California, he is informed as to the matters and things as stated in the complaint with reference to the particular lands therein described; and the matters therein stated are true, except as to such matters as are alleged upon information and belief, and as to those, affiant after investigation, states he believes them to be true.

GEO. HAYWORTH.

Subscribed and sworn to before me this 23d day of March, 1917.

[Seal]

C. W. CALBREATH,
Deputy Clerk U. S. District Court, Northern District of California. [104]

[Endorsed]: In Equity—A.-58. In the District Court of the United States for the So. District of California, Northern Division. United States of America, Plaintiff, vs. Dominion Oil Company et al. Amended Bill of Complaint. Filed Apr. 28, 1917. Wm. M. Van Dyke, Clerk. By T. F. Green, Deputy Clerk. [105]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, GENERAL PETROLEUM CORPORATION, PRODUCERS TRANSPORTATION COMPANY, BRITISH-AMERICAN OIL COMPANY, NORTH

MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. B. PERKEY, F. J. ELLIOTT, JOHN BARNESON and WILLIAM WALKER,
Defendants.

**Copy of Amended Bill of Complaint Showing
Service upon Defendants.**

To the Judges of the District Court of the United States for the Southern District of California, Sitting Within and for the Northern Division of Said District:

Comes now the United States of America, by Thomas W. Gregory, its Attorney General, leave of Court being first had and obtained, and presents this its amended bill in equity against Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson, and William Walker (citizens and residents, respectively, as stated in the next succeeding paragraph of this bill), and for cause of complaint alleges: [106]

I.

Each of the defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-Line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers

Transportation Company. British-American Oil Company, and North Midway Oil Company, now is and at all the times hereinafter mentioned as to it was a corporation organized under the laws of the State of California.

The defendants, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson, and William Walker, now are and at all the times hereinafter mentioned as to them were residents and citizens of the State of California, as complainant is advised and believes and so alleges.

II.

For a long time prior to and on the 27th day of September, 1909, and at all times since said date, the plaintiff has been and now is the owner and entitled to the possession of the following described petroleum, or mineral oil, and gas lands, to wit:

The Northwest quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. M., and of the oil, petroleum, gas and all other minerals contained in said land.

III.

On the 27th day of September, 1909, the President of the United States, acting by and through the Secretary of the Interior and under the authority legally invested in him so to do, duly and regularly withdrew and reserved all of the land hereinbefore particularly described (together with other lands) from mineral exploration and from all forms of location or settlement, selection, filing, entry, patent, [107] occupation or disposal, under the mineral and non-

mineral land laws of the United States, and since said last-named date, none of said lands have been subject to exploration for mineral oil, petroleum or gas, occupation or the institution of any right under the public land laws of the United States.

IV.

Notwithstanding the premises and in violation of the proprietary and other rights of this plaintiff, and in violation of the laws of the United States and lawful orders and proclamations of the President of the United States, and particularly in violation of the said order of withdrawal of the 27th day of September, 1909, the defendants herein, to wit, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker, entered upon the said land hereinbefore particularly described long subsequent to the 27th day of September, 1909, for the purpose of exploring said land for petroleum and gas.

V.

Neither of said defendants, nor any person or corporation under or through whom they claim a right or interest in said land, had discovered petroleum oil, gas or other minerals on or in said land before said land was withdrawn, as hereinbefore stated, by said withdrawal order made on the 27th day of September, 1909, as hereinbefore set forth; and neither of said defendants had acquired any rights on or with respect to said lands, or any part thereof, on or prior to said date.

VI.

Long after the said order of withdrawal of September 27, 1909, to wit, some time in the latter part of the [108] year 1910, as plaintiff is informed and believes, there was first produced minerals, to wit, petroleum and gas, on or from said land; and the defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker have produced and caused to be produced therefrom large quantities of petroleum and gas, but the exact amount so produced plaintiff is unable to state. Of the petroleum and gas so produced, large quantities thereof have been sold and delivered by the said defendant, Dominion Oil Company, to the Standard Oil Company, Independent Oil Producers Agency and Producers Transportation Company; and the said defendants, John Barneson and William Walker have sold and disposed of large quantities of oil and gas produced from said land to the said defendants, General Petroleum Company and General Petroleum Corporation; and the said defendants, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker have sold and disposed of oil and gas produced from said land to others to plaintiff unknown. Plaintiff does not know and is therefore unable to state the amount of petroleum and gas which said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker, have ex-

tracted from said land and sold, nor the amount extracted and now remaining undisposed of; nor the price received for such oil and gas as has been sold, and has no means of ascertaining the facts in the premises except from said defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, Independent Oil Producers Agency, Producers Transportation Company, General Petroleum Corporation, [109] John Barneson, and William Walker, and therefore a full discovery from said defendants is sought herein.

VII.

Each of the defendants, to wit, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker hereinbefore alleged to have entered upon said lands, are now extracting oil and gas from said lands, drilling oil and gas wells thereon and otherwise trespassing upon said lands and asserting claims thereto, and threaten to and will, unless restrained by an order of this Court, continue to extract oil and gas from said lands and to drill oil and gas wells thereon, and operate the same and extract oil and gas from said lands, and otherwise trespass upon said lands, and commit waste thereon, all to the irreparable injury of complainant and in interference with the policies of the complainant with respect to the conservation, use and disposition of said lands, and particularly the petroleum, oil and gas contained therein.

VIII.

Each of the defendants claims some right, title or interest in said land or some part thereof, or in the oil, petroleum or gas extracted therefrom, or in or to the proceeds arising from the sale thereof, or through and by purchase thereof; and each of said claims is predicated upon or derived directly or mediately from some pretended notice or notices of mining locations, and by conveyances, contracts or liens directly or mediately from said such pretended locators. But none of such location notices and claims are valid against complainant, and no rights have accrued to the defendants, or either of them, thereunder, either directly or mediately; nor have any minerals been [110] discovered or produced on said land except as hereinbefore stated; but said claims so asserted cast a cloud upon the title of the complainant and wrongfully interfere with its operation and disposition of said land, to the great and irreparable injury of complainant; and the complainant is without redress or adequate remedy save by this suit, and this suit is necessary to avoid a multiplicity of actions.

IX.

Neither of the defendants, nor any person or corporation from whom they have derived any alleged interest, was, at the date of said order of withdrawal of September 27, 1909, nor was any other person at such date, a *bona fide* occupant or claimant of said land and in the diligent prosecution of work leading to the discovery of oil or gas.

X.

The defendants, Dominion Oil Company, General Petroleum Company, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker claim said lands under an alleged location notice which purports to have been posted and filed in the names of L. W. Andrews, Geo. C. Haldeman, Frank R. Strong, Stephen R. Dorsey, Wallace C. Dickinson, Warren F. McGrath, Geo. W. Dickinson and O. C. Gebauer, and known as the "Zee No. 8" Placer Mining Claim, bearing date January 1st, 1908.

XI.

The said location notice was filed and posted by or for the sole benefit of the defendant, British-American Oil Company, or for someone else other than the persons whose names were used in said pretended location notice, and the names of the pretended locators above set out were used to enable the defendant, British-American Oil Company, or some person, other than said persons whose names were [111] so used, to acquire more than twenty acres of mineral land in violation of the laws of the United States. The said persons whose names were so used in said location notice were not *bona fide* locators, and each of them was without an interest in said location notice so filed, and their names were not used to enable each of them, or either of them, to secure only twenty acres of said land or patent therefor; but each of said persons was a mere dummy fraudulently and unlawfully used for the purposes

alleged, all of which complainant is informed and believes, and so alleges.

XII.

Except as in this bill stated, the plaintiff has no other knowledge or information concerning the nature of any other claims asserted by the defendants herein, or any of them, and therefore leaves said defendants to set forth their respective claims of interest.

In that behalf, the plaintiff alleges that, because of the premises of this bill, none of the defendants has or ever had any right, title or interest in or to, or lien upon said land, or any part thereof, or any right, title or interest in or to the petroleum, mineral oil or gas deposited therein, or any right to extract the petroleum or mineral oil or gas from said land, or to convey and dispose of the petroleum and gas so extracted, or any part thereof. On the contrary, the acts of those defendants who have entered upon said land and drilled oil wells and used and appropriated the petroleum and gas deposited therein, and assumed to sell and convey any interest in or to any part of said land, were all in violation of the laws of the United States and the aforesaid order withdrawing and reserving said land; and all of said acts were and are in violation of the rights of the plaintiff, and such acts interfere with [112] the execution by complainant of its public policies with respect to said land.

XIII.

The present value of said land hereinbefore de-

scribed exceeds Three Hundred Thousand Dollars (\$300,000).

In consideration of the premises thus exhibited, and inasmuch as plaintiff is without full and adequate remedy in the premises save in a court of equity where matters of this nature are properly cognizable and relievable, plaintiff prays:

1. That said defendants, and each of them, may be required to make full, true and direct answer respectively to all and singular the matters and things hereinbefore stated and charged, and to fully disclose and state their claims to said land hereinbefore described, and to any and all parts thereof, as fully and particularly as if they had been particularly interrogated thereunto, but not under oath, answer under oath being hereby expressly waived.

2. That the said land may be declared by this Court to have been at all times from and after the 27th day of September, 1909, lawfully withdrawn from mineral exploration and from all forms of location, settlement, selection, filing, entry or disposal under the mineral or nonmineral public land laws of the United States; and that the said location notice was fraudulently filed and the said defendants did not acquire any right thereunder.

3. That said defendants, and each of them, may be adjudged and decreed to have no estate, right, title, interest or claim in or to said land, or any part thereof, or in or to any mineral or minerals or mineral deposits contained in or under said land, or any part thereof; and that all and singular of said land, together with all of [113] the minerals and min-

eral deposits, including mineral oil, petroleum and gas therein or thereunder contained, may be adjudged and decreed to be the perfect property of this plaintiff, free and clear of the claims of said defendants and each and every one of them.

4. That each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from asserting or claiming any right, title, interest, claim or lien in or to the said land, or any part thereof, or in or to any of the minerals or mineral deposits therein or thereunder contained; and that each and all of the defendants herein, their officers, agents, servants and attorneys, during the progress of this suit, and thereafter, finally and perpetually may be enjoined from going upon any part or portion of said land, and from in any manner using any of said land and premises, and from in any manner extracting, removing or using any of the minerals deposited in or under said land and premises, or any part or portion thereof, or any of the other natural products thereof, and from in any manner committing any trespass or waste upon any of said land or with reference to any of the minerals deposited therein or thereunder, or any of the other natural products thereof.

5. That an accounting may be had by said defendants, and each and every one of them, wherein said defendants, and each of them, shall make a full, complete, itemized and correct disclosure of the quantity of minerals (and particularly petroleum) removed or extracted or received by them, or either of them,

from said land, or any part thereof; and of any and all moneys or other property or thing of value received from the sale or disposition of [114] any and all minerals extracted from said land or any part thereof and of all rents and profits received under any sale, lease, transfer, conveyance, contract or agreement concerning said land, or any part thereof; and that the plaintiff may recover from said defendants, respectively, all damages sustained by the plaintiff in these premises.

6. That a receiver may be appointed by this Court to take possession of said land and of all wells, derricks, drills, pumps, storage vats, pipes, pipe-lines, shops, machinery, tools and appliances of every character whatsoever thereon, belonging to or in the possession of said defendants, or any of them, which have been used or now are being used in the extraction, storage, transportation, refining, sale, manufacture or in any other manner in the production of petroleum or petroleum products or other minerals from said land, or any part thereof, for the purpose of continuing, and with full power and authority to continue, the operations on said land in the production and sale of petroleum and other minerals when such course is necessary to protect the property of the complainant against injury and waste, and for the preservation, protection and use of the oil and gas in said land, and the wells, derricks, pumps, tanks, storage vats, pipes, pipe-lines, houses, shops, tools, machinery and appliances being used by the defendants, their officers, agents or assigns, in the production, transportation, manufacture or sale of pe-

troleum or other minerals from said land, or any part thereof, and that such receiver may have the usual and general powers vested in receivers of courts of chancery.

7. That the plaintiff may have such other and further relief as in equity may seem just and proper.

To the end, therefore, that this plaintiff may [115] obtain the relief to which it is justly entitled in the premises, MAY IT PLEASE YOUR HONORS to grant unto the plaintiff a writ or writs of subpoena, issued by and under the seal of this Honorable Court, directed to said defendants herein, to wit: Dominion Oil Company, General Petroleum Company, Bankline Oil Company, Standard Oil Company, General Pipe-line Company of California, Independent Oil Producers Agency, General Petroleum Corporation, Producers Transportation Company, British-American Oil Company, North Midway Oil Company, Susan Elliott, A. B. Perkey, F. J. Elliott, John Barneson and William Walker therein and thereby commanding them, and each of them, at a certain time and under a certain penalty therein to be named, to be and appear before this Honorable Court and then and there, severally, full, true and direct answers make to all and singular the premises, but not under oath, answer under oath being hereby expressly waived, and stand to perform and abide by such order, direction and decree as may be made against them, or any of them, in the prem-

ises, and shall be meet and agreeable to equity.

T. W. GREGORY,

Attorney General of the United States.

ALBERT SCHOONOVER,

United States District Attorney.

E. J. JUSTICE,

Special Assistant to the Attorney General.

FRANK HALL,

Special Assistant to the Attorney General.

Special Assistant to the Attorney General. [116]

United States of America,
Northern District of California,
State of California,—ss.

George Hayworth, being first duly sworn, deposes and says:

He is now and has been since the first day of February, 1914, Chief of Field Division of the General Land Office at San Francisco, California, and prior to that time was, since July, 1910, a Special Agent of the General Land Office doing field work in California, and much of said work has been done in the investigation of facts relating to the lands withdrawn by the President as oil lands, and especially the lands withdrawn by order of September 27, 1909, and by the order of July 2, 1910.

That from examination of such lands, or the facts in relation thereto obtained by him or by Special Agents acting under his direction as such Chief of Field Division, and from examinations of the records of the General Land Office, and the local land offices of plaintiff in said State of California, he is informed

as to the matters and things as stated in the complaint with reference to the particular lands therein described; and the matters therein stated are true, except as to such matters as are alleged upon information and belief, and as to those, affiant after investigation, states he believes them to be true.

GEO. HAYWORTH.

Subscribed and sworn to before me, this 23 day of March, 1917.

[Seal] C. W. CALBREATH,
Deputy Clerk U. S. District Court, Northern District of California. [117]

Receipt of a copy of the within amended bill of complaint is hereby admitted this 8th day of May, 1917.

J. R. PRINGLE,
Attorney for Dominion Oil Co.

Due service and receipt of a copy of the within amended bill of complaint is hereby admitted this 9th day of May, 1917.

A. L. WEIL,
Attorney for General Petroleum Co., Bankline Oil Co., General Pipe-Line Co. of California, and John Barneson and Wm. Walker, and General Petroleum Corporation.

Due service and receipt of a copy of the within amended bill of complaint is hereby admitted this 10th day of May, 1917.

PILLSBURY, MADISON & SUTRO,
Attorneys for Standard Oil Co.

Receipt of a copy of the within amended bill of complaint is hereby admitted this 9th day of May, 1917.

GEO. W. LANE,

Per R. S. B.,

Attorney for Independent Oil Producers Agency.

[Endorsed]: In Equity—No. A.-58. In the District Court of the United States for the So. District of California, Northern Division. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Amended Bill of Complaint. Filed May 14, 1917. Wm. M. Van Dyke, Clerk. By T. F. Green, Deputy Clerk. [118]

*In the District Court of the United States, in and for
the Southern District of California, Northern
Division*

No. A.-58—IN EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Stipulation of Dominion Oil Company in Re Motion
to Strike Out, etc., Filed May 16, 1917.**

WHEREAS, subsequent to the interposing by defendant, Dominion Oil Company, of a motion to strike out and a motion to dismiss, or demurrer, to the bill of complaint filed in the above-entitled

cause, which said motion to strike out and motion to dismiss, or demurrer, have heretofore been served and filed and submitted for determination in and by the above-entitled court, plaintiff did present an amended bill of complaint, which said amended bill of complaint contains no new allegations or matters as to defendant, Dominion Oil Company.

NOW, THEREFORE, it is hereby stipulated that said motion to strike out, heretofore interposed by the Dominion Oil Company, defendant in the above-entitled action, to said original bill of complaint, together with the motion to dismiss, or demurrer to said bill heretofore interposed as aforesaid, may be, and the same hereby are, considered a motion to strike out and a motion to dismiss, or demurrer, to the amended bill of complaint heretofore served and filed by plaintiff in said cause, and which said motion to strike and motion to dismiss, or demurrer, have heretofore been submitted for decision to the above-entitled court, and have as yet been undisposed of by said court; the intention of this stipulation being that said motion to strike out and motion to dismiss, or demurrer, shall be deemed to be pleadings to said amended bill of complaint, with the same force and effect and with the same validity as if interposed [119] subsequent instead of prior to the serving and filing of said amended bill of complaint.

It is further stipulated that this stipulation need not be filed nor any order of Court made thereon.

Dated May 14, 1917.

E. J. JUSTICE,
FRANK HALL,
Solicitors for Plaintiff.

J. R. PRINGLE,
Solicitor for Defendant, Dominion Oil Company.

[Endorsed]: No. A.-58. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Stipulation Re Motions to Strike, etc. Filed May 16, 1917. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. J. R. Pringle, Attorney for —————, 1236 Merchants Exchange Building, San Francisco, Cal. [120]

In the District Court of the United States, in and for the Southern District of California, Northern Division, Ninth Circuit.

No. A.-58—IN EQUITY.

UNITED STATES OF AMERICA,
Plaintiff,

vs.

DOMINION OIL COMPANY et al.,
Defendants.

Answer of John Barneson and William Walker to Amended Bill of Complaint.

Come now the defendants, John Barneson and William Walker, objecting to the jurisdiction of the

above-entitled court, and not waiving such objection, answer the amended bill of complaint on file in the above-entitled action as follows:

I.

Deny that for a long time prior to, or on, or at, any time since the 27th day of September, 1909, plaintiff has been, or that it is now, the owner of, or entitled to the possession of, the Northwest Quarter of Section 15, Township 31 South, Range 22 East, Mount Diablo Base and Meridian, or any part thereof, or of any of the oil or petroleum or gas or other mineral contained in said land.

II.

Deny that on the 27th day of September, 1909, or at any time, the President of the United States, acting by, or through, the Secretary of the Interior, or under the authority, legally or otherwise, vested in him so to do, or at all, duly or regularly, or at all, withdrew, or reserved, all, or any, of the lands hereinabove described from miner exploration, or from all, or any, form of location or settlement, or selection, or filing, or entry, or patent, or occupation, or disposal, under the mineral or nonmineral land laws, or any laws of the United States, or that, since said last-named date, none [121] of said lands have been subject to exploration for mineral oil, or petroleum, or gas, or occupation, or the institution of any rights, under the public land laws of the United States; and in that behalf, allege that the said lands, being occupied by a *bona fide* claimant diligently at work, were not subject to any withdrawal.

III.

Deny that in violation of any rights whatsoever of the plaintiff, or in violation of any law, or any proclamation, the defendants, John Barneson and William Walker, or either thereof, entered upon said land subsequent to the 27th day of September, 1909, for the purpose of exploring said land for petroleum and gas, but allege in that behalf that the predecessors in interest of these defendants entered upon said land long prior to September 27th, 1909, for the purpose of exploring said land for petroleum and gas.

IV.

Admit that no one had discovered any petroleum oil on said land prior to the 27th day of September, 1909, and admit that these defendants had not acquired any interest in said land prior to said date, but allege in that behalf that the predecessors in interest of these defendants had acquired an interest in said land.

V.

Deny that oil was discovered on said land for the first time in the latter part of the year 1910, but allege that oil was discovered on said land in the month of December, 1909.

VI.

Admit that these defendants are now extracting oil and gas from said land, but deny that they are drilling any oil or gas wells thereon, or otherwise trespassing upon said land.

Admit that they assert claims to said lands and will continue to extract oil therefrom, but deny that

they will [122] drill any oil or gas wells thereon, or otherwise trespass on said land, or do any waste thereon, and deny that they will do any act to the irreparable or any injury to plaintiff, or interfere with its policy, or any policies of complainant, with respect to the use, or conservation, or disposition, of said lands, or with reference to the petroleum oil or gas contained therein.

VII.

Deny that the locations under which these defendants claim are not valid as against complainant, or that no rights have accrued to these defendants.

Deny that any claims of these defendants cast any cloud upon the alleged title of complainant, or wrongfully interfere with its operation, or disposition of said land.

Deny that complainant is without redress or adequate remedy save by this suit, or that this suit is necessary to avoid a multiplicity of actions.

VIII.

Deny that the predecessors in interest of these defendants were not *bona fide* occupants or claimants of said land in the diligent prosecution of work leading to a discovery of oil or gas on September 27th, 1909.

IX.

Admit that these defendants claim a leasehold interest in the north half of said northwest quarter of section 15 under the location notice set out in paragraph X of complainant's amended bill of complaint and others.

X.

Deny that said location notice was filed or posted for some one other than the persons whose names were used in said location notice, or that the names of said locators were used to enable the defendant, British-American Oil Company, or any other person, to acquire more than twenty acres of mineral land, in violation of the laws of the [123] United States, or at all.

Deny that said locators, and each of them, were not *bona fide* locators, or that they, or any of them, were without an interest in said location notice so filed, or that their names, or that the names of any of them, were not used to enable each, and all, of them to secure twenty acres of land, or patent therefor.

Deny that any of said persons was a mere dummy, or any dummy at all, or that the names of any of said persons were fraudulently or unlawfully used for any purpose whatsoever, and in that behalf these defendants allege that said location notice was made for the benefit of more than eight persons, and that none of the persons for whose benefit said location was made had more than a twenty acre interest therein.

XI.

Deny that these defendants have no right, title or interest in and to said lands, or in and to the petroleum deposited therein; deny that they have no right to extract the petroleum from said land or to convey or dispose of the petroleum so extracted.

Deny that any of the acts of these defendants were

in violation of any law or laws of the United States, or of any order of withdrawal, or that any act, or acts, of these defendants were in violation of the right, or any right, of the plaintiff, or that any act or acts of these defendants interfere with the execution by complainant of its public policies in respect to said land.

XII.

Deny that plaintiff is without full and complete remedy in the premises save in a court of equity.

And for a further and additional defense, these defendants allege:

I.

That this Court has no jurisdiction of the subject [124] matter of the action; that the sole question involved is the right to the possession of said land and damages for the removal of oil therefrom, and that the plaintiff has a plain, speedy and adequate remedy at law in ejectment and for mesne profits.

II.

That this Court has no jurisdiction to determine either the title or right of possession of said land, or render judgment for oil removed therefrom, for the reason that plaintiff has a plain, speedy and adequate remedy at law in ejectment, the defendant being in possession under the claim of right and claiming title to said land.

III.

That on or about the 1st day of January, 1909, said land was located by eight *bona fide* locators, each and every of them being then and there citizens of the United States; that the notice of location was posted

on said land at said time, and the boundaries marked, and copy of said location notice duly recorded in the office of the County Recorder of the county of Kern, State of California; that thereafter, the defendant, British-American Oil Company, acquired the interest of said locators in said land, and thereafter the North Half of said land was leased to the defendants, John Barneson and William Walker, and the said John Barneson and William Walker claim the said land last hereinabove described under and by virtue of the terms of said lease; that the said British-American Oil Company, and those claiming under it, was, on the 27th day of September, 1909, a *bona fide* occupant and claimant of said land, and diligently prosecuting work leading to a discovery of oil, and that said diligent prosecution of work was continued until oil was discovered thereon in paying quantities in the month of December, 1909. [125]

IV.

That the said defendants, John Barneson and William Walker acquired their leasehold interest in said land in good faith and for a valuable consideration, to wit, for the sum of \$7,000.00; that they had no knowledge, information or belief that the locators of said land were not *bona fide* locators, and that they were informed, and believed, that their predecessors in interest were diligently at work upon said land at the time of said withdrawal, and continued diligently at work until oil was discovered thereon.

V.

That more than five years prior to the commencement of the above-entitled action, these defendants,

and their predecessors in interest were in open, notorious possession of the said land and the whole thereof, and diligently at work thereon, and have held and worked said claim during said period of time, and that during said period there was no adverse claim thereto.

That five years is the period of time prescribed by the statute of limitations for mining claims in the State of California, being the State in which said land is situated.

That these defendants have never had any knowledge or notice that the complainant raised any question as to the validity of its title, and in reliance on said facts, these defendants have expended in excess of \$4,722.81 in improvements on said land.

That defendants demand a trial by jury of their rights to the possession of said land and the minerals therein contained, and that have been heretofore removed therefrom.

WHEREFORE, defendants pray that complainant take nothing by its action, and that they be hence dismissed.

A. L. WEIL,
Solicitor. [126]

[Endorsed]: No. A.-58. United States District Court, Southern District of California, Northern Division, Ninth Circuit. United States of America, Plaintiff, vs. Dominion Oil Company et al. Answer of John Barneson and William Walker. Filed Jun. 4, 1917. Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. A. L. Weil, Attorney for

Defendants, 1202 Alaska Commercial Building, San Francisco, Cal.

Receipt of copy of the within answer is hereby admitted this 2d day of June, 1917.

E. J. JUSTICE,
Solicitor for Complainant. [127]

At a stated term, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the courtroom thereof, in the city of Los Angeles, on Wednesday, the third day of April, in the year of our Lord nineteen hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,
Plaintiff,

vs.

DOMINION OIL COMPANY et al.,
Defendants.

Minutes of Court—April 3, 1918—Order Setting Cause for Final Hearing, etc.

Frank Hall, Esq., and Chas. D. Hamel, Esq., Special Assistants to the Attorney General, appearing as counsel for plaintiff; A. L. Weil, Esq., appearing as counsel for the General Petroleum Company et al.; A. V. Andrews, Esq., appearing as counsel for the

Producers Transportation Company et al., J. R. Pringle, Esq., appearing as counsel for the Dominion Oil Company; on motion of counsel for plaintiff, counsel for the defendants acquiescing, IT IS ORDERED that this cause be tentatively set for final hearing before the Honorable ROBERT S. BEAN, at Los Angeles, on Monday, the 8th day of April, 1918, and all witnesses who are now present are to take notice of such setting and be present on that day.

IT IS FURTHER ORDERED, on motion of counsel for the plaintiff, counsel for the defendants consenting thereto, that all motions to strike, motion to transfer to the law side of the docket, and motion to dismiss, other than those filed by the Dominion Oil Company and disposed of on December 18, 1916, be deemed to be denied on that day, and the minutes of this court for that day and entered in this cause [128] be so amended.

IT IS FURTHER ORDERED that the defendants, Producers Transportation Company, British-American Oil Company, and the Northern Midway Oil Company, represented by Messrs. Andrews, Toland & Andrews, and the Dominion Oil Company, represented by J. R. Pringle, Esq., and the Standard Oil Company, represented by Oscar Sutro, Esq., have until and including Monday, the 8th day of April, 1918, within which time to file their answers herein. [129]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Monday, the 8th day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 8, 1918—Order Continuing Cause for Final Hearing.

This cause coming on this day for final hearing; Frank Hall, Esq., and Chas. D. Hamel, Esq., Special Assistants to the Attorney General, appearing as counsel for plaintiff; A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company and other defendants; on motion of Frank Hall, Esq., counsel for defendants consenting thereto, IT IS ORDERED that this cause be had the same hereby is continued for final hearing to Wednesday, the 10th day of April, 1918, at the hour of 10 o'clock A. M., until which time all witnesses are excused.

[130]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Wednesday, the 10th day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 10, 1918—Order Continuing Cause for Final Hearing.

This cause coming on this day for final hearing; Frank Hall, Esq., and Chas. D. Hamel, Esq., Special Assistants to the Attorney General, appearing as counsel for the plaintiff, and A. L. Weil, Esq., appearing as counsel for defendant; on motion of counsel for plaintiff, and good cause appearing, IT IS ORDERED that the order setting this cause for final hearing on this day be and the same hereby is vacated. IT IS FURTHER ORDERED that this cause be and the same hereby is reset for final hearing on Monday, the 15th day of April, 1918, at the hour of 10 o'clock A. M., at Los Angeles. [131]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Monday, the 15th day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 15, 1918—Order Continuing Cause for Final Hearing.

This cause coming on this day for final hearing; Frank Hall, Esq., and Chas. D. Hamel, Esq., Special Assistants to the Attorney General, appearing as counsel for plaintiff; A. V. Andrews, Esq., appearing for counsel for defendants; on motion of Frank Hall, Esq., A. V. Andrews, Esq., consenting thereto, IT IS ORDERED that the order heretofore made setting this cause for final hearing on this date be vacated; and IT IS FURTHER ORDERED that this cause be and the same hereby is set for final hearing on Wednesday, the 17th day of April, 1918.

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Wednesday, the 17th day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 17, 1918—Order Continuing Cause for Final Hearing.

This cause coming on this day for final hearing; Frank Hall, Esq., and Chas. D. Hamel, Esq., Special Assistants to the Attorney General, appearing as counsel for plaintiff; A. L. Weil, Esq., appearing as counsel for General Petroleum Company et al., A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company et al., on motion of Frank Hall, Esq., A. L. Weil, Esq., and A. V. Andrews, Esq., consenting thereto, IT IS ORDERED that this cause be and the same hereby is continued until Monday, the 22d day of April, 1918, at the hour of ten o'clock A. M. for final hearing. [133]

*In the District Court of the United States for the
Southern District of California, Northern Divi-
sion, Ninth Circuit.*

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Answer of Producers Transportation Company.

To the Judges of the District Court of the United States, for the Southern District of California, Sitting Within and for the Northern Division of said District:

Producers Transportation Company, a corporation, by Andrews, Toland & Andrews, Lewis W. Andrews, Thomas O. Toland and A. V. Andrews, its attorneys, for its answer to the bill of complaint herein alleges:

Producers Transportation Company disclaims any interest in the lands described in the bill of complaint herein, except only a right of way across said land for its pipe-line which is used exclusively for the transportation of oil, which right of way is derived under agreement with the occupying defendants and British-American Oil Company.

This defendant alleges that in reliance upon the undisputed possession and occupancy of said property by said defendants it, at considerable expense, has installed and maintained its pipe-line in good faith and without notice or knowledge of any of the

matters or things set forth in the bill of complaint herein.

This defendant is not a producer of oil nor a purchaser of oil and has never purchased or owned in any way any of the oil produced from said property, and the only [134] thing it has ever done connected with said oil has been to transport the same in the ordinary way. This defendant has never exercised any dominion over said oil and in transporting said oil it has acted solely as a transporter for a marketing company which had purchased said oil and was transporting the same to itself in the ordinary course of business,—all of which was well known to the plaintiff for more than five years next before the beginning of this action, and plaintiff never made any objection to the action of this defendant in that behalf, and this defendant in all things has acted in good faith as a carrier of oil and in the ordinary course of business.

WHEREFORE this defendant prays that the bill of complaint herein be dismissed as to it, and that its rights in and to its pipe-lines upon said lands be fully established and protected.

LOUIS W. ANDREWS,

T. O. TOLAND,

A. V. ANDREWS,

ANDREWS, TOLAND & ANDREWS,

Attorneys for said Defendant.

[Endorsed]: No. A.-58—Equity. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil

Company et al., Defendants. Original Answer of Producers Transportation Company. Received copy of the within answer this 19th day of April, 1918. Frank Hall, C. D. Hamel, Attorneys for Plaintiff. Filed Apr. 10, 1918. Chas. N. Williams, Clerk. By R. S. Zimmerman, Deputy Clerk. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for said Defendant. [135]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

A.-58—EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Answer of North Midway Oil Company.

To the Judges of the District Court of the United States, for the Southern District of California, Sitting Within and for the Northern Division of said District:

The defendant North Midway Oil Company, a corporation, by Andrews, Toland & Andrews, Lewis W. Andrews, Thomas O. Toland and A. V. Andrews, its attorneys—not waiving, but, on the contrary, asserting all and all manner of objections to the jurisdiction of this Honorable Court to hear and determine

this cause,—for its answer to the bill of complaint herein admits, denies and alleges as follows:

I.

Admits that the corporate defendants referred to in the first subdivision of the bill of complaint were and are corporate defendants, as alleged.

II.

Denies that prior to or on the 27th day of September, 1909, or at any other time after said date, the plaintiff has been or now is the owner or entitled to the possession of the Northwest quarter of Section 15, Township 31 South, Range 22 East, M. D. M., or of the oil, petroleum, gas and/or of other minerals contained in said land, or of any portion of said land or of said oil. [136]

III.

Denies that on the 27th day of September, 1909, or at any other time, the President of the United States, acting by or through the Secretary of the Interior and/or under the authority legally invested in him so to do, or otherwise, duly and regularly withdrew and reserved, or withdrew or reserved at all, all or any of the land described in the second subdivision of the bill of complaint from mineral exploration and from all forms of location or settlement, selection, filing, entry, patent, occupation or disposal, under the mineral and nonmineral land laws of the United States, and denies that since said last named date none of said lands have been subject to exploration for mineral, oil, petroleum or gas, occupation or the institution of any right under the public land laws of the United States. On the contrary, this defendant

alleges that if any such pretended withdrawal was made, the same did not cover or include the lands hereinabove described, but the same were expressly excluded and reserved therefrom by reason of the fact that at the time of the said pretended withdrawal said lands had been duly and regularly located as a placer mining claim by qualified locators as allowed by law, and defendant British-American Oil Company had duly acquired the rights of said locators and of all persons in interest, and was proceeding with due diligence on and prior to September 27, 1909, with work upon said lands leading to the discovery of oil and gas therein, and that said work was thereupon and thereafter prosecuted with due diligence until said discovery was made, and the equitable title to said lands thereby perfected. And said lands were therefore and by reason of the foregoing facts never covered or intended to be covered by any such pretended withdrawal order. [137]

IV.

Denies all and singular the allegations in the fourth subdivision of the bill of complaint, and alleges that said Dominion Oil Company, said individual defendant and Bankline Oil Company each duly entered upon said land in the right of British-American Oil Company, or those holding under it, and that each of them acquired rights fully preserved by the exception and reservation in said so-called withdrawal order and by the Pickett Act and the proviso thereof approved July 25, 1910.

V.

Admits that neither of the defendants had dis-

covered petroleum oil, gas or other minerals on said land prior to September 27, 1909, but denies that neither of said defendants had acquired any rights on or with respect to said lands or any part thereof on or prior to said date, and on the contrary alleges that British-American Oil Company was the *bona fide* claimant and occupant of said land prior to and on the 27th day of September, 1909, said British-American Oil Company and those claiming under it, including this answering defendant, were *bona fide* occupants and claimants of said land and were in possession thereof and were actively engaged in the work leading to the discovery of oil and gas thereon on, from and after said 27th day of September, 1909, and never abandoned said work until oil was discovered thereon, and at all times subsequently thereto have been rightfully in possession of said property.

VI.

Denies that oil and gas were first produced from said lands in the latter part of the year 1910; alleges that oil was discovered on said property in the month of December, 1909, or January, 1910; admits that Dominion Oil Company, General Petroleum Company and Bankline Oil Company,—all as [138] lessees of this answering defendant, have since that time produced and sold oil and gas from said lands, but denies that either Standard Oil Company or Independent Oil Producers Agency or Producers Transportation Company have ever produced any oil on said land, but alleges that certain oil duly and lawfully produced upon said land with the knowledge of the plaintiff and without any objection on its part

was marketed in the regular course of business and sold to said Standard Oil Company and/or said Independent Oil Producers Agency, and that said Producers Transportation Company transported certain of said oil for said Independent Oil Producers Agency but had no interest whatever in said oil, saving and excepting as a carrier thereof for hire.

VII.

Except the fact that said Dominion Oil Company, said individual defendants and Bankline Oil Company,—as lessees of this company,—have extracted oil and gas from said lands, this defendant denies all and singular the allegations in the seventh subdivision of the bill of complaint; denies that said defendants are trespassing or threaten to trespass on said land or have committed or will commit waste, or have or will injure plaintiff.

VIII.

Admits that this answering defendant claims an interest and a right and a title in and to said land and the oil, petroleum and gas extracted therefrom and in the proceeds arising from the sale thereof, and alleges that such claim is predicated upon notice or notices of mining locations and conveyances, contracts or liens, directly or mediately from such locations, and alleges that such locations were due and regularly made in all respects in accordance with law and were and have at all times been valid and subsisting locations; denies that no rights have accrued to said defendants or either of them thereunder, either directly or mediately; denies that [139] said claims cast any cloud upon the title of the complain-

ant or wrongfully interfere with its operation and disposition of said land to the great or any injury of complainant; denies that complainant is without redress or adequate remedy save by this suit; denies that this suit is necessary to avoid a multiplicity of actions. Alleges that the location notice under which said defendants claim was valid, legal and lawful and made in good faith and that discovery has been duly made under and in pursuance thereof.

IX.

Denies that neither of the defendants nor any person or corporation from whom they have derived any interest was a *bona fide* occupant or claimant of said land on September 27, 1909, in the diligent prosecution of work leading to discovery of oil and gas thereon; on the contrary alleges that said defendant British-American Oil Company and those claiming under it were on and prior to September 27, 1909, *bona fide* occupants and claimants of said land and in the diligent prosecution of work leading to discovery of oil and gas thereon.

X.

Admits and alleges that defendants Dominion Oil Company, General Petroleum Company and Bankline Oil Company,—as lessees of this defendant,—claim said lands under a location notice duly and regularly made which purports to have been and was posted and filed and duly recorded in the names of L. W. Andrews, George C. Haldeman, Frank R. Strong, Stephen W. Dorsey, Wallace C. Dickinson, Warren F. McGrath, George W. Dickinson, and O. C. Gebauer, and known as the “Zee No. 8” Placer Min-

ing Claim, bearing date January 1, 1908.

XI.

Denies that said location notice was filed and posted by or for the sole or any benefit of British-American Oil Company, but alleges that said notice was duly and regularly made and posted for the use and benefit of an association composed of more than eight qualified locators and persons entitled [140] to locate oil and mining lands under the laws of the United States, and was made in good faith, and that none of the persons in interest for whom said location was made had or claimed to have a greater interest therein than was permitted by law. Denies that the persons who signed said location notice or any of them were mere dummies fraudulently or unlawfully used to acquire or explore more than 20 acres of mineral land for any one person in violation of the laws of the United States. On the contrary, alleges that said location made for and on behalf of an association duly and regularly constituted and was made in absolute good faith and with no purpose to violate any law of the United States and that said location could not and did not violate any such law.

XII.

Denies all and singular the allegations set forth in the twelfth subdivision of the bill of complaint, and alleges that the statements therein contained are all and singular untrue.

FIRST DEFENSE.

Further answering, and by law of first defense to the bill of complaint, North Midway Oil Company alleges:

I.

That British American Oil Company is the owner of the equitable title to the lands described in the bill of complaint, subject to the rights of defendant North Midway Oil Company, which holds the same under lease,—subject also to the rights of the lessees of North Midway Oil Company, all derived under and through said British American Oil Company, and that the title of said British American Oil Company in said property is based upon said location duly and regularly made by eight qualified persons under location notice duly posted on said property and filed on January 1, 1908, and duly [141] recorded shortly thereafter in the records of Kern County, California; that said location was made in good faith by L. W. Andrews, George C. Haldeman, Frank R. Strong, Stephen W. Dorsey, Wallace C. Dickinson, Warren F. McGrath, George W. Dickinson and O. C. Gebauer, as the “Zee No. 8” Placer Mining Claim; that each of said locators was a citizen of the United States, more than 21 years old and lawfully qualified as a locator, and said location was duly and regularly made in good faith for the personal and individual benefit of themselves and of their associates and/or principals, constituting an association of persons, each and all of whom were qualified to act as locators, and so that no one person in interest should have or own a greater interest in said location and association than was permitted by law; that at the time of the making of said location the defendant British American Oil Company had no interest whatever in said location or said property

and said location was not made for the benefit of or for the purpose that the same should be acquired for or become the property of British American Oil Company.

II.

That subsequent to the location of said "Zee No. 8" Placer Mining Claim on said northwest quarter of said section 15, as aforesaid, and on or about the month of May, 1908, in good faith and for value, British American Oil Company acquired the ownership by mesne conveyances from the locators thereof and their associates and principals, and ever since has been and now is such owner thereof; that thereupon and thereafter said British American Oil Company entered into the possession of said "Zee No. 8" claim and ever part thereof, and ever since has been and remains by itself and by and through its lessees in possession thereof continuously for about ten years last past, during all of which said time it has been, by itself and by and through its lessees, in the open, notorious, adverse and exclusive possession of said property as such mining claim as against the United States [142] and all other corporations, both public and private, and all persons whomsoever, and as against the whole world.

III.

That in the summer of 1909 said defendant British American Oil Company made arrangements looking to the immediate development of said property and caused work to be done thereon in the delivery of materials for the erection of a derrick and other structures for the immediate drilling for oil and with

the purpose and intent of immediately beginning the drilling of an oil well to discover oil upon said land; and early in September, 1909, a large quantity of said materials, lumber and other articles, were actually delivered upon said lands for the purpose of erecting a standard drilling rig upon said land and orders were placed for the balance of said materials to be immediately delivered, and an agreement was made for the construction of said derricks and structures,—all some days prior to September 27, 1909. That said materials were so delivered and said agreements were made in contemplation of a lease by this defendant to George W. Dickinson and his associates (who were stockholders of this defendant) and said lease was actually authorized and made on the 27th day of September, 1909, in good faith and for the purpose of immediate development of said property by the use of materials and under the agreements all as aforesaid made for that purpose, and said Dickinson and his associates and the corporation, to wit, this answering defendant, formed by them shortly thereafter, and their lessees, proceeded with due diligence and in good faith as rapidly as materials could be obtained and as soon as water could be had for that purpose to complete said structures and proceed with the development of said property and the discovery thereon of oil and gas. And said work was carried on with only such delays and interruptions as were necessarily incident to the existing conditions in said territory over which no one had any control, and with [143] no unreasonable delay, and with no purpose or intent to abandon said work,—until discovery was

actually made on said lands, at great expense, of oil in commercial quantities.

IV.

That on or about the last day of December, 1909, or in the fore part of January, 1910, as the result of the diligent operations of British American Oil Company and its lessees, including this defendant, petroleum oil was discovered on said "Zee No. 8" placer mining claim in commercial quantities, and that from that time forward and for six and a half years prior to the commencement of this action work in the development of said property and drilling of oil wells and production of oil therefrom has been carried forward with diligence by said British American Oil Company and those acting in its behalf and through its ownership, including this defendant, and that for more than seven years prior to the commencement of this action British American Oil Company and its lessees have been in the sole and exclusive possession and occupancy of said "Zee No. 8" Placer Mining Claim and that all said possession, occupancy and operations have been under and pursuant to claim of rights the holders and owners of said "Zee No. 8" mining claim.

That as defendant North Midway Oil Company is informed and believes and therefore alleges, from the time of the placing of the materials upon said property for the building of the rig thereon prior to the 27th day of September, 1909, and during all the time that preparations were being made for drilling on said property and the rig being built thereon, and during the time that each and all of the various oil

wells which have been drilled on said premises were being drilled, United States government and the Interior Department thereof, including the General Land Office and the Special Agents and representatives in the Field of said Department and the said [144] Land Office, and other agents and representatives of said Government have been fully advised of said facts and of the actual, open, notorious, exclusive and adverse occupancy and possession of said land by British American Oil Company and its lessees, and of the fact that such development work was in progress and of the fact that large sums of money were being and have been expended by British American Oil Company and its lessees in the drilling of oil wells upon and otherwise operating on and developing said property, all without interference or objection from any person and without let or hinderance from the Government of the United States or any of its representatives, until the filing of this action. That therein and thereby the Government of the United States was guilty of such conduct, such acquiescence and such laches as ought now in good conscience to be an estoppel and a bar to the making of any objection or interference with the right, claim or title of British American Oil Company to said premises.

SECOND DEFENSE.

For its second separate defense herein, this defendant alleges:

I.

That this Court has no jurisdiction of the subject-

matter of the action; that the sole question involved is the right of the possession of the said land and damages for the removal of oil therefrom, and that plaintiff has a plain, speedy and adequate remedy at law in ejectment and for mesne profits.

II.

That this Court has no jurisdiction to determine either the title or right of possession of said land, or render judgment for oil removed therefrom for the reason that plaintiff has a plain, speedy and adequate remedy at law in ejectment, defendants being in possession under claim of right and claiming title to said land. [145]

III.

That said defendant British-American Oil Company, and those holding under it, have been in the open, notorious and exclusive possession of the lands described in the bill of complaint herein, and the whole thereof, for more than six years next before the beginning of this action, openly, notoriously and under *bona fide* claim of ownership and right, and diligently at work thereon; that for more than five years next before the commencement of this action they have been in the possession of said lands as aforesaid, and the whole thereof, after discovery of oil had been made thereon, and at all times diligently at work thereon, and during all of said time there has been no adverse claim made by the plaintiff against the ownership and possession of said lands by said defendant British-American Oil Company or by this defendant, as its lessee.

The possession and ownership of said land by said defendant British-American Oil Company has been under and by virtue of mining location, development and discovery hereinbefore in the first defense of this answer alleged, and this defendant here adopts and makes a part of this defense each and all of the averments and allegations of said first defense.

IV.

That five years is the period of time prescribed by the statute of limitations in the State of California, being the state in which said land is situated.

That neither of the defendants has had any knowledge or notice that the plaintiff raised any question as to the validity of their title, and in reliance on said facts the defendants have expended large sums of money in improvements on said land; that by reason of the facts herein alleged plaintiff is now barred from questioning the validity of defendants' claims and title. [146]

V.

That defendants demand a trial by jury of their rights to possession of said land and minerals thereon and which have heretofore been removed therefrom.

WHEREFORE this defendant prays that plaintiff take nothing by this cause, and that it be dismissed hence.

ANDREWS, TOLAND & ANDREWS,
L. W. ANDREWS,
THOS. O. TOLAND,
A. V. ANDREWS,

By A.

Attorneys for said Answering Defendants.

[Endorsed]: No. A.-58—Equity. In the District Court of the United States, in and for the Southern District of California, Northern Division, Ninth Circuit. United States of America, Complainant, vs. Dominion Oil Company et al., Defendants. Answer of North Midway Oil Company. Original. Received copy of the within ——— this 19th day of April, 1918. Frank Hall, C. D. Hamel, Attorneys for Plaintiff. Filed Apr. 19, 1919. Chas. N. Williams, Clerk. By R. S. Zimmerman, Deputy Clerk. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for answering deft. North Midway Oil Co. [147]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

A.-58—EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Answer of British American Oil Company.

To the Judges of the District Court of the United States, for the Southern District of California, Sitting Within and for the Northern Division of said District:

The British American Oil Company, a corpora-

tion, by Andrews, Toland & Andrews, Lewis W. Andrews, Thomas O. Toland and A. V. Andrews, its attorneys,—not waiving, but on the contrary asserting all and all manner of objections to the jurisdiction of this Honorable Court to hear and determine this cause,—for its answer to the bill of complaint herein admits, denies and alleges as follows:

I.

Admits that the corporate defendants referred to in the first subdivision of the bill of complaint were and are corporate defendants, as alleged.

II.

Denies that prior to or on the 27th day of September, 1909, or at any other time after said date, the plaintiff has been or now is the owner or entitled to the possession of the Northwest quarter of Section 15, Township 31 South, Range 22 East, M. D. M., or of the oil, petroleum, gas and or of other minerals contained in said land, or of any portion of said land or of said oil. [148]

III:

Denies that on the 27th day of September, 1909, or at any other time, the President of the United States, acting by or through the Secretary of the Interior and or under the authority legally invested in him so to do, or otherwise, duly and regularly withdrew and reserved, or withdrew or reserved at all, all or any of the land described in the second subdivision of the bill of complaint from mineral exploration and from all forms of location or settlement, selection, filing, entry, patent, occupation or disposal, under the mineral and nonmineral land laws of the

United States, and denies that since some last-named date none of said lands have been subject to exploration for mineral, oil, petroleum or gas, occupation or the institution of any right under the public land laws of the United States. On the contrary, this defendant alleges that if any such pretended withdrawal was made, the same did not cover or include the lands hereinabove described, but the same were expressly excluded and reserved therefrom by reason of the fact that at the time of the said pretended withdrawal said lands had been duly and regularly located as a placer mining claim by qualified locators as allowed by law, and this defendant had duly acquired the rights of said locators and of all persons in interest, and was proceeding with due diligence on and prior to September 27, 1909, with work upon said lands leading to the discovery of oil and gas therein, and that said work was thereupon and thereafter prosecuted with due diligence until said discovery was made, and the equitable title to said lands thereby perfected. And said lands were therefore and by reason of the foregoing facts never covered or intended to be covered by any such pretended withdrawal order.

IV.

Denies all and singular the allegations in the fourth [149] subdivision of the bill of complaint, and alleges that said North Midway Oil Company, Dominion Oil Company, John Barneson and William Walker and Bankline Oil Company each duly entered upon said land in the right of this defendant, or those holding under it, and that each of them ac-

quired rights fully preserved by the exception and reservation in said so-called withdrawal order and by the Pickett Act and the proviso thereof approved July 25, 1910.

V.

Admits that neither of the defendants had discovered petroleum oil, gas or other minerals on said lands, prior to September 27, 1909, but denies that neither of said defendants had acquired any rights on or with respect to said lands or any part thereof on or prior to said date, and on the contrary alleges as hereinbefore set forth that this defendant and those claiming under it were in the *bona fide* occupation of said land prior to and on the 27th day of September, 1909, and were actively engaged in work leading to the discovery of oil and gas thereon on said 27th day of September, 1909, and never abandoned said work until discovery was duly made.

VI.

Denies that oil and gas were first produced from said lands in the latter part of the year 1910; alleges that oil was discovered on said property in the month of December, 1909, or January, 1910; admits that Dominion Oil Company, General Petroleum Company and Bankline Oil Company have since that time produced and sold oil and gas from said lands, but denies that either Standard Oil Company or Independent Oil Producers Agency or Producers Transportation Company have ever produced any oil on said land, but alleges that certain oil duly and lawfully produced upon said land with the knowledge of the plaintiff and without any objection on its part

was marketed in the regular course of business and sold to said Standard Oil Company and or said Independent Oil Producers [150] Agency, and that said Producers Transportation Company transported certain of said oil for said Independent Oil Producers Agency but had no interest whatever in said oil saving and excepting as a carrier thereof for hire.

VII.

Except the fact that said Dominion Oil Company said individual defendants and Bankline Oil Company have extracted oil and gas from said lands, this defendant denies all and singular the allegations in the seventh subdivision of the bill of complaint; denies that said defendants are trespassing or threaten to trespass on said land or have committed or will commit waste, or have or will injure plaintiff.

VIII.

Admits that each of the defendants excepting Standard Oil Company, Independent Oil Producers Agency, Producers Transportation Company, Susan Elliott, A. B. Perkey and F. J. Elliott claim an interest and some right and title in and to said land and the oil, petroleum and gas extracted therefrom and in the proceeds arising from the sale thereof, and that each of said claims is predicted upon notice or notices of mining locations and conveyances, contracts and liens from such locations. Denies that none of such location notices and claims are valid against complainant; denies that no rights have accrued to said defendants or either of them thereunder either directly or mediately; denies that said claims cast any cloud upon the title of the complain-

ant or wrongfully interfere with its operation and disposition of said land to the great or any injury of complainant; denies that complainant is without redress or adequate remedy save by this suit; denies that this suit is necessary to avoid a multiplicity of actions. Alleges that the location notice under which said defendants claim was valid, legal and [151] lawful and made in good faith and that discovery has been duly made under and in pursuance thereof.

IX.

Denies that neither of the defendants nor any person or corporation from whom they have derived any interest was a *bona fide* occupant or claimant of said land on September 27, 1909, in the diligent prosecution of work leading to discovery of oil and gas thereon; on the contrary, alleges that this defendant and those claiming under it were on and prior to September 27, 1909, *bona fide* occupants and claimants of said land and in the diligent prosecution of work leading to discovery of oil and gas thereon.

X.

Admits and alleges that defendants Dominion Oil Company, John Barneson and William Walker and Bankline Oil Company claim said lands under a location notice duly and regularly made which purports to have been and was posted and filed and duly recorded in the names of L. W. Andrews, George C. Haldeman, Frank R. Strong, Stephen W. Dorsey, Wallace C. Dickinson, Warren F. McGrath, George W. Dickinson and O. C. Gebauer, and known as the "Zee No. 8" Placer Mining Claim, bearing date January 1, 1908.

XI.

Denies that said location notice was filed and posted by or for the sole or any benefit of this defendant, but alleges that said notice was duly and regularly made and posted for the use and benefit of an association composed of more than eight qualified locators and persons entitled to locate oil and mining lands under the laws of the United States, and was made in good faith, and that none of the persons in interest and for whom said location was made had or claimed to have a greater interest therein than was permitted by law. Denies that the persons who signed said [152] location notice or any of them were mere dummies fraudulently or unlawfully used to acquire or explore more than 20 acres of mineral land for any one person in violation of the laws of the United States. On the contrary, alleges that said location was made for and on behalf of an association duly and regularly constituted and was made in absolute good faith and with no purpose to violate any law of the United States and that said location could not and did not violate any such law.

XII.

Denies all and singular the allegations set forth in the twelfth subdivision of the bill of complaint, and alleges that the statements therein contained are all and singular untrue.

Denies that none of the defendants has or ever had any right, title or interest in or to or any lien upon said land or any part thereof, and alleges that this answering defendant has the right and title and

interest in said land as in this answer particularly set forth, and in every part thereof, and has like right, title and interest in and to the petroleum, mineral oil and gas deposited therein, and has the right to extract the petroleum and the mineral oil and the gas from said land and to convey and dispose thereof as it sees fit, and denies that any act of this defendant or of any party claiming under it in entering upon said land, in drilling oil wells thereon, and extracting petroleum and gas therefrom were or that either of said acts was in violation of any law of the United States or in violation of any valid withdrawal order or any valid order reserving said land, and denies that there were any such orders, and denies that any acts of this defendant or any claiming under it were in violation of any of the rights of plaintiff or in interference with the execution of any public policies. [153]

FIRST DEFENSE.

Further answering, and by way of first defense to the bill of complaint, British-American Oil Company alleges:

I.

That it is the owner of the equitable title to the lands described in the bill of complaint, subject to rights of defendants North Midway Oil Company, Dominion Oil Company, General Petroleum Company and Bankline Oil Company, derived under and through it, and that its title and interest in said property is based upon said location duly and regularly made by eight qualified persons under location notice duly posted on said property and filed on Janu-

ary 1, 1908, and duly recorded shortly after said date in the records of Kern County, California; that said location was made in good faith by L. W. Andrews, George C. Haldeman, Frank R. Strong, Stephen W. Dorsey, Wallace C. Dickinson, Warren F. McGrath, George W. Dickinson and O. C. Gebauer, as the "Zee No. 8" Placer Mining Claim; that each of said locators was a citizen of the United States, more than 21 years old and lawfully qualified as a locator, and said location was duly and regularly made in good faith for the personal and individual benefit of themselves and of their associates and or principals, constituting an association of persons, each and all of whom were qualified to act as locators, and so that no one person in interest should have or own a greater interest in said location and association than was permitted by law; that at the time of the making of said location this answering defendant had no interest whatever in said location or said property and said location was not made for the benefit of or for the purpose that the same should be acquired for or become the property of British-American Oil Company.

II.

That subsequent to the location of said "Zee No. 8" [154] Placer Mining Claim on said northwest quarter of said section 15, as aforesaid, and on or about the month of May, 1908, in good faith and for value British-American Oil Company acquired the ownership by mesne conveyances from the locators thereof and their associates and principals, and ever since has been and now is such owner thereof; that

thereupon and thereafter said British-American Oil Company entered into the possession of said "Zee No. 8" claim and every part thereof, and ever since has been and remains by itself and by and through its lessees in possession thereof continuously for about ten years last past, during all of which said time it has been, by itself and by and through its lessees, in the open, notorious, adverse and exclusive possession of said property as such mining claim as against the United States and all other corporations, both public and private, and all persons whomsoever, and as against the whole world.

III.

That in the summer of 1909 this defendant made arrangements looking to the immediate development of said property and caused work to be done thereon in the delivery of materials for the erection of a derrick and other structures for the immediate drilling for oil and with the purpose and intent of immediately beginning the drilling of an oil well to discover oil upon said land; and early in September, 1909, a large quantity of said materials, lumber and other articles, were actually delivered upon said lands for the purpose of erecting a standard drilling rig upon said land and orders were placed for the balance of said materials to be immediately delivered, and an agreement was made for the construction of said derrick and structures,—all some days prior to September 27, 1909.

That said materials were so delivered and said agreements were made in contemplation of a lease by this [155] defendant to George W. Dickinson

and his associates (who were stockholders of this defendant) and said lease was actually authorized and made on the 27th day of September, 1909, in good faith and for the purpose of immediate development of said property by the use of the materials and under the agreements all as aforesaid made for that purpose, and said Dickinson and his associates and the corporation formed by them shortly thereafter, and their lessees, proceeded with due diligence and in good faith as rapidly as materials could be obtained and as soon as water could be had for that purpose to complete said structures and proceed with the development of said property and the discovery thereon of oil and gas. And said work was carried on with only such delays and interruptions as were necessarily incident to the existing conditions in said territory over which no one had any control, and with no unreasonable delay, and with no purpose or intent to abandon said work,—until discovery was actually made on said lands, at great expense, of oil in commercial quantities.

IV.

That on or about the last of December, 1909, or in the fore part of January, 1910, as the result of the diligent operations of this defendant and its lessees, petroleum oil was discovered on said "Zee No. 8" placer mining claim in commercial quantities, and that from that time forward and for six and half years prior to the commencement of this action work in the development of said property and drilling of oil wells and production of oil therefrom has been carried forward with diligence by this defendant and

those acting in its behalf and through its ownership, and that for more than seven years prior to the commencement of this action British-American Oil Company and its lessees have been in the sole and exclusive possession and occupancy of said [156] "Zee No. 8" Placer Mining Claim and that all said possession, occupancy and operations have been under and pursuant to claim of right as the holders and owners of said "Zee No. 8" mining claim.

That as defendant British-American Oil Company is informed and believes and therefore alleges, from the time of the placing of the materials upon said property for the building of the rig thereon prior to the 27th day of September, 1909, and during all the time that preparations were being made for drilling on said property and the rig being built thereon, and during the time that each and all of the various oil wells which have been drilled on said premises were being drilled, United States government and the Interior Department thereof, including the General Land Office and the special agents and representatives in the field of said department and the said Land Office and other agents and representatives of said Government have been fully advised of said facts and of the actual open, notorious, exclusive and adverse occupancy and possession of said land by British-American Oil Company and its lessees, and of the fact that such development work was in progress and of the fact that large sums of money were being and have been expended by this defendant and its lessees in the drilling of oil wells upon and otherwise operating on and developing said

property, all without interference or objection from any person and without let or hindrance from the Government of the United States or any of its representatives, until the filing of this action. That therein and thereby the Government of the United States was guilty of such conduct, such acquiescence and such laches as ought now in good conscience to be an estoppel and a bar to the making of any objection or interference whatever with the right, claim or title of British-American Oil Company to said premises. [157]

SECOND DEFENSE.

For its second separate defense herein, this defendant alleges:

I.

That this Court has no jurisdiction of the subject matter of the action; that the sole question involved is the right of the possession of the said land and damages for the removal of oil therefrom, and that plaintiff has a plain, speedy and adequate remedy at law in ejectment and for mesne profits.

II.

That this Court has no jurisdiction to determine either the title or right of possession of said land, or render judgment for oil removed therefrom for the reason that plaintiff has a plain, speedy and adequate remedy at law in ejectment, defendants being in possession under claim of right and claiming title to said land.

III.

That this defendant, British American Oil Company, and those holding under it, have been in the

open, notorious and exclusive possession of the lands described in the bill of complaint herein, and the whole thereof, for more than six years next before the beginning of this action, openly, notoriously and under *bona fide* claim of ownership and right, and diligently at work thereon; that for more than five years next before the commencement of this action they have been in the possession of said lands as aforesaid, and the whole thereof, after discovery of oil had been made thereon, and at all times diligently at work thereon, and during all of said time there has been no adverse claim made by the plaintiff against the ownership and possession of said lands by this defendant or by those claiming under it.

The possession and ownership of said land by this defendant has been under and by virtue of mining location, [158] development and discovery hereinbefore in the first defense of this answer alleged, and this defendant here adopts and makes a part of this defense each and all of the averments and allegations of said first defense.

IV.

That five years is the period of time prescribed by the statute of limitations in the State of California, being the state in which said land is situated.

That neither of the defendants has had any knowledge or notice that the plaintiff raised any question as to the validity of their title, and in reliance on said facts the defendants have expended large sums of money in improvements on said land; that by reason of the facts herein alleged plaintiff is now barred

from questioning the validity of defendants' claims and title.

V.

That defendants demand a trial by jury of their rights to possession of said land and minerals thereon and which have heretofore been removed therefrom.

THIRD DEFENSE.

This defendant adopts, and by reference makes a part hereof, each and all of the averments and allegations of the first and second defenses in this answer alleged, and further alleges:

That the plaintiff has had full knowledge ever since the year 1909 that this defendant and those claiming under it have been in the actual possession and occupation of the lands described in the bill of complaint, and have been expending thereon large sums of money in prospecting said lands for the discovery of oil thereon, and in developing oil after the same was discovered; and plaintiff has had actual knowledge and notice that this defendant, and those claiming under it, and in its right, have made said expenditures upon said land when prior to said expenditures and explorations, [159] said lands were substantially of no value, and that by and by reason of the said explorations and expenditures all the value which said lands now possess has been created. Nevertheless plaintiff has stood by with full knowledge and notice of all of the facts and conditions from the year 1909 until the beginning of this action and by its silence and failure to object or take any proceedings has encouraged the development and production of oil by this defendant and those

claiming under it upon said lands, and has caused and induced very large expenditures in that behalf, and if it were now permitted to assert its pretended rights a fraud would be perpetrated upon this defendant and those claiming in its right.

By reason of the premises the plaintiff is and should be estopped now to assert its pretended rights in said land as in the bill of complaint herein attempted to be done.

WHEREFORE this defendant prays that the bill of complaint be dismissed.

ANDREWS, TOLAND & ANDREWS,

L. W. ANDREWS,

A. V. ANDREWS,

By A.,

THOS. O. TOLAND,

By A.,

Attorneys for said Answering Defendant.

[Endorsed]: No. A.-58—Equity. In the District Court of the United States, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Co. et al., Defendants. Original Answer of British American Oil Company. Received copy of the within answer this 19th day of April, 1918. Frank Hall, C. D. Hamel, Attorneys for Complainant. Filed Apr. 19, 1918. Chas. N. Williams, Clerk. By R. S. Zimmerman, Deputy Clerk. Andrews, Toland & Andrews, 916-924 Union Oil Building, Los Angeles, Cal., Attorneys for Answering Deft. [160]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Monday, the 22d day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 22, 1918—Hearing.

This cause coming on this day for final hearing; Frank Hall, Esq., Special Assistant to the Attorney General, and Chas. D. Hamel, Special Assistant to the United States Attorney, appearing as counsel for plaintiff; J. R. Pringle, Esq., appearing as counsel for defendant, Dominion Oil Company; A. L. Weil, Esq., appearing as counsel for defendants, General Petroleum Company, General Pipe-Line Company, Bankline Oil Company, John Barneson and Wm. Walker; L. W. Andrews, Esq., T. O. Toland, Esq., and A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company et al.; A. S. Custer, an official court reporter of the testimony and proceedings being present and acting as such;

and statement on behalf of plaintiff having been made by Frank Hall, Esq.; on motion of Frank Hall, Esq., IT IS ORDERED that this cause be and the same hereby is dismissed, without prejudice, as to defendant, Producers Transportation Company; and the plaintiff having offered certain exhibits which are admitted in evidence, ordered filed and are as follows, to wit: [161]

Plaintiff's Ex. 1, certified copy of withdrawal order of September 27, 1909;

Plaintiff's Ex. 2, plat of NW. 1/4 of Sec. 15, T. 31 S., R. 22 E;

Plaintiff's Ex. 3, certified copy of location notice, Zee No. 8;

Plaintiff's Ex. 4, certified copy deed March 4, 1908, B. Adams et al. to Frank R. Strong and M. Z. Elliott;

Plaintiff's Ex. 5, certified copy of deed, dated May 4, 1909, Frank R. Strong and M. Z. Elliott to British-American Oil Company;

Plaintiff's Ex. 6, certified copy lease September 27, 1909, British-American Oil Company to Geo. W. Dickinson, and assignment to No. Midway Oil Company;

Plaintiff's Ex. 7, certified copy resolution adopting, and lease November 20, 1909, North Midway Oil Company to Joseph McDonnell, and assignment; and

Roy Jones, a witness on behalf of the plaintiff, having been called, duly sworn and having testified; and

Wm. G. Van Slyke, a witness on behalf of plaintiff, having been called, duly sworn and having given his testimony; and now, at the hour of 12:10 o'clock P. M., court having taken a recess until 2 o'clock P. M., now, at the hour of 2 o'clock P. M., court having reconvened, and counsel and shorthand reporter being present as before;

On motion of Frank Hall, Esq., IT IS ORDERED that the shorthand reporters be and they hereby are allowed to withdraw exhibits from the files, for the purpose of copying same into the record; and

C. F. Henry, F. B. Sowers, F. F. Best and R. L. Davis, witnesses on behalf of plaintiff, having been called, duly sworn and having testified for plaintiff; now, at the hour of 3 o'clock P. M., IT IS ORDERED that this cause be [162] and the same hereby is continued until Tuesday, the 23d day of April, 1918, at the hour of 10 o'clock A. M. for further hearing. [163]

*In the United States District Court, in and for the
Southern District of California, Northern Division.*

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Complainant,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Answer of Dominion Oil Company.

Now comes the defendant, Dominion Oil Company, and objecting to the jurisdiction of the above-entitled court, and without waiver of such objection, makes answer to the amended bill of complaint on file in the above cause, averring and denying as follows:

I.

Denies that for a long time prior to, or on, or at, or at any time since the 27th day of September, 1909, complainant has been, or now is, the owner of, or entitled to the possession of that certain land, to wit, the northwest quarter of section fifteen, Township thirty-one South, Range twenty-two East, Mt. Diablo Base and Meridian, or any part of said Northwest quarter, or of any of the oil or petroleum or gas or other mineral contained in said Northwest quarter.

II.

Denies that on said September 27th, or at any time, the President of the United States, acting by or through the Secretary of the Interior, or under the authority legally or otherwise vested in him so to do, or at all, duly or regularly or at all withdrew or reserved all of any of the lands hereinabove described from mineral exploration, or from all or [164] any form of location or settlement or selection, or filing, or entry, or patent, or occupation, or disposal under the mineral or nonmineral laws, or under any laws of the United States, or that since the said last-named date none of said lands have been subject to exploration for mineral oil, or petroleum, or gas, or

occupation, or the institution of any rights under the public land laws of the United States; and in this behalf the above-named defendant alleges that said lands, being occupied by a *bona fide* claimant, diligently at work, were not subject to any withdrawal.

II.

Denies that in violation of any rights whatsoever of the complainant, or in violation of any law or any proclamation of the President of the United States, said defendant Dominion Oil Company entered upon said land subsequent to the said 27th day of September for the purpose of exploring said land for petroleum or gas, but alleges in this behalf that the predecessors in interest of said defendant entered upon said land long prior to said September 27th for the purpose of exploring said land for petroleum and gas, or petroleum or gas.

IV.

Admits that no one had discovered any petroleum oil on said land prior to said September 27th, and admits that this defendant had not acquired any interest in said land prior to said date, but alleges in that behalf that the predecessors in interest of said defendant had acquired an interest in said land prior to said September 27th.

V.

Denies that oil was produced on said land for the first time in the latter part of the year 1910, and in this behalf this defendant alleges that oil was discovered on said land in the month of September, 1909.

VI.

Admits that this defendant is now extracting oil and gas [165] from said land but denies that it is drilling any oil or gas wells thereon, or otherwise trespassing upon said land. Admits that it asserts claim to said land and will continue to extract oil therefrom, but denies that it will drill any oil or gas wells thereon or otherwise trespass on said land, or do any waste thereon, and denies that it will do any act to the irreparable injury, or any injury, of complainant, or interfere with complainant's policy, or any of its policies with respect to the use, conservation or disposition of said land, or with reference to the petroleum oil or gas contained therein.

VII.

Denies that the locations under which this defendant claims are not valid as against complainant, or that no rights have accrued to this defendant. Denies that any claim of this defendant casts any cloud upon the alleged title of complainant or wrongfully interferes with its operation or disposition of said land. Denies that complainant is without redress or adequate remedy save by this suit, or that this suit is necessary to avoid a multiplicity of actions.

VIII.

Denies that the predecessors in interest of this defendant were not *bona fide* occupants or claimants of said land in the diligent prosecution of work leading to a discovery of oil or gas on said September 27th.

IX.

Admits that this defendant claims a leasehold in-

terest in the South half of the South half of said Northwest quarter of Section fifteen under the location notice set out in paragraph X of complainant's amended bill of complaint.

X.

Denies that said location notice was filed or posted for [166] some one other than the persons whose names were used in said location notice, or that the names of said locators were used to enable the defendant, British-American Oil Company, or any other person, to acquire more than twenty acres of mineral land in violation of the laws of the United States or otherwise or at all. Denies that said locators, or each of them, or any of them, were not *bona fide* locators, or that they or any of them were without an interest in said location notice so filed, or that their names, or that the names of any of them, were not used to enable each or all of them to secure only twenty acres of land or patent therefor. Denies that any of said persons was a mere dummy, or any dummy at all, or that the names of any of said persons were fraudulently or unlawfully used for any purpose whatsoever, and in this behalf this defendant alleges that said location notice was made for the benefit of more than eight persons and that none of the persons for whose benefit said location was made had more than a twenty acre interest therein.

XI.

Denies that this defendant has no right, title or interest in or to said lands or in or to the petroleum deposit therein. Denies that it has no right to ex-

tract the petroleum from said land or to convey or dispose of the petroleum so extracted. Denies that any of the acts of this defendant were in violation of any law or laws of the United States or otherwise or at all, or of any order of withdrawal, or that any act or acts of this defendant was or were in violation of the right of complainant or that any act or acts of this defendant interfere with the execution by complainant of its public policy in respect to said land. [167]

XII.

Denies that complainant is without full and complete remedy in the premises save in a suit in equity.

For a further and additional defense this defendant alleges:

I.

That this Court has no jurisdiction of the subject-matter of the action and that the sole question involved is the right to the possession of the land hereinabove described and damages for the removal of oil therefrom, and that the complainant has a plain, speedy and adequate remedy at law in ejectment and for mesne profits.

II.

That this Court has no jurisdiction to determine either the right or title or possession of said land or to render judgment for oil removed therefrom for the reason that complainant has a plain, speedy and adequate remedy at law in ejectment, the defendant being in possession under claim of right and claim of title to said land.

III.

That on or about the 1st day of January, 1908, said land was located by eight *bona fide* locators, each and every one of them being then and there citizens of the United States; that notice of location was posted on said land at said time and the boundaries marked and a copy of said location duly recorded in the office of the County Recorder of the county of Kern, State of California; that thereafter the defendant, British-American Oil Company, acquired the interest of said locators in said land and thereafter the South half of the South half was by mesne conveyances leased to this defendant, and this defendant claims the said last hereinabove described land under and by virtue of the terms of said leases; that [168] said British American Oil Company and those claiming under it were on said September 27, 1909, *bona fide* occupants and claimants of said land, diligently prosecuting work leading to a discovery of oil, and that said diligence and prosecution of work has continued until oil was discovered thereon in paying quantities in the month of December, 1909.

IV.

That this defendant acquired its leasehold interest in said land in good faith and for a valuable consideration and that it had no knowledge, information or belief that the locators of said land were not *bona fide* locators, and that it was informed and believed that its predecessors in interest were diligently at work upon said land at the time of said withdrawal

and continued diligently at work until oil was discovered thereon.

V.

That for more than five years prior to the commencement of the above-entitled action this defendant and its predecessors in interest were in open and notorious possession of said land and of the whole thereof and diligently at work thereon, and have held and worked said land during said period of time, and that during said period of time there was no adverse claim thereto. That five years is the period of time prescribed by the statute of limitations for mining claims in the State of California, said State being the State in which said land is situated. That this defendant never had any knowledge or notice that complainant raised any question as to the validity of its title and in reliance on said facts this defendant has expended in excess of ten thousand dollars in improvements on said land. That this defendant demands a trial by jury of its right to the possession of said land and the mineral thereon contained and that may have been removed therefrom. [169]

WHEREFORE, defendant Dominion Oil Company prays that complainant take nothing by its action and that it be hence dismissed with its costs.

J. R. PRINGLE,

Solicitor for Defendant, Dominion Oil Company.

State of California,

City and County of San Francisco,—ss.

A. J. Ranken, being duly sworn, says: That he is

an officer, to wit, Secretary, of Dominion Oil Company, a corporation, one of the defendants in the above-entitled action; that he has read the foregoing answer to amended complaint and knows the contents thereof and that the same is true of his own knowledge except as to the matters which are therein stated on information or belief, and that as to such matters he believes it to be true.

A. J. RANKEN.

Subscribed and sworn to before me this 8th day of April, 1918.

[Seal]

M. V. COLLINS,

Notary Public in and for the City and County of San Francisco, State of California.

Service of the within by receipt of a copy thereof is admitted this — day of April, 1918.

HENRY F. MAY,

FRANK HALL,

Attorneys for Complainant. [170]

[Endorsed]: No. A.-58—In Equity. In the United States District Court, in and for the Southern District of California, Northern Division. United States of America, Complainant, vs. Dominion Oil Company et al., Defendants. Answer of Dominion Oil Company. Filed April 23d, 1918. Chas. N. Williams, Clerk. J. R. Pringle, Attorney for Dominion Oil Co. 1236 Merchants Exchange Building, San Francisco, Cal. [171]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the City of Los Angeles, on Tuesday, the 23d day of April, in the year of our Lord, one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Minutes of Court—April 23, 1918 — Hearing
(Continued).**

This cause coming on this day for further final hearing; Frank Hall, Esq., Special Assistant to the Attorney General, and Chas. D. Hamel, Esq., Special Assistant to the United States Attorney, appearing as counsel for plaintiff; J. R. Pringle, Esq., appearing as counsel for defendant, Dominion Oil Company; A. L. Weil, Esq., appearing as counsel for defendants, General Petroleum Company et al.; L. W. Andrews, Esq., T. A. Toland, Esq., and A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company et al.; A. S. Custer, a shorthand reporter of the testimony and proceedings, being present and acting as such; and the Court

having ordered that the hearing be proceeded with; and

Olive C. De Bauers, and Albert G. Shaw, witnesses on behalf of the plaintiff, having been called, duly sworn and having testified; and

Roy Jones, a witness on behalf of plaintiffs, having [172] been recalled and further testified for plaintiff; and now, at the hour of 12:08 o'clock P. M. Court having taken a recess until 2 o'clock P. M. of this day; and now, at the hour of 2 o'clock P. M. Court having reconvened, and counsel and shorthand reporter being present as before, and

Henry L. Musser, Gustavus A. Horn, and George C. Haldeman, witnesses on behalf of plaintiff, having been called, duly sworn and having testified; and

Roy Jones, a witness on behalf of plaintiff, having been recalled and having further testified for plaintiff; and

George W. Dickinson, a witness on behalf of plaintiff, having been called, duly sworn and having testified for plaintiff; and

A. H. Butler, Jr., having been called and sworn by the Court and having testified; and

L. W. Andrews, Esq., having been called, duly sworn and having testified on behalf of plaintiff;

It is now, at the hour of 3:54 o'clock P. M., ORDERED BY THE COURT that this matter be and the same hereby is continued until Wednesday, the 24th day of April, 1918, at the hour of ten o'clock A. M., for further final hearing. [173]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Wednesday, the 24th day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Minutes of Court—April 24, 1918—Hearing
(Continued).**

This cause coming on this day for further final hearing; Frank Hall, Esq., Special Assistant to the Attorney General, and Chas. D. Hamel, Esq., Special Assistant to the United States Attorney, appearing as counsel for plaintiff; J. R. Pringle, Esq., appearing as counsel for defendant, Dominion Oil Company; A. L. Weil, Esq., appearing as counsel for defendant, General Petroleum Company, et al.; L. W. Andrews, Esq., T. O. Toland, Esq., and A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company, et al.; W. C. Wren, a shorthand reporter of the testimony and proceed-

ings, being present and acting as such; and the Court having ordered that the hearing proceed; and

Helen R. Hopper, Addison C. Makin, Dudley P. Casey, Warren F. McGrath, James E. McDonald, and Frank R. Strong, [174] having been called, duly sworn and having respectively testified on behalf of the plaintiff; now, at the hour of 11:53 o'clock A. M., Court having taken a recess until 2 o'clock P. M. of this day; and now, at the hour of 2 o'clock P. M., Court having reconvened, and counsel and shorthand reporter being present as before; and

A. W. Casey, a witness on behalf of the plaintiff, having been called, duly sworn and having testified; and

Roy Jones, a witness for the plaintiff, having been recalled and having further testified for the plaintiff; and in connection with the testimony of said witness, the plaintiff having offered certain exhibits in evidence, which were admitted, ordered filed, and are as follows, to wit:

Plaintiff's Ex. 7, being certificate of diminution;

Plaintiff's Ex. 8, being list of locators; with some reservations; thereupon the Government rests; and statement having been made on behalf of the defendants by A. L. Weil, Esq., and now, at the hour of 3:22 o'clock P. M., Court having taken a recess of 7 minutes; and now, at the hour of 3:29 o'clock P. M., Court having reconvened, and counsel and shorthand reporter being present as before; and

E. W. King, a witness on behalf of defendants, having been called, duly sworn and having testified

for the defendants; and defendants having offered certain exhibits, which are admitted in evidence, ordered filed, and are as follows, to wit:

Defendants' Ex. "A," being bill for lumber;

Defendants' Ex. "B," being bill for lumber; and

[175]

A. H. Butler, Jr., heretofore duly sworn, having been recalled and having testified for defendants, and in connection with the testimony of said witnesses, the following exhibits having been offered in evidence, admitted and ordered filed, to wit:

Defendants' Ex. "C," being bill for teaming;

Defendants' Ex. "D," being bill for teaming; and now, at the hour of 4:25 o'clock P. M., the COURT ORDERS that this cause be and the same hereby is continued until Thursday, the 25th day of April, 1918, at the hour of ten o'clock A. M., for further hearing. [176]

At a term of the District Court, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of Los Angeles, on Thursday, the 25th day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Minutes of Court—April 25, 1918—Hearing
(Continued).**

This cause coming on this day for further proceedings on final hearing; Frank Hall, Esq., Special Assistant to the Attorney General, and Chas. D. Hamel, Esq., Special Assistant to the United States Attorney, appearing as counsel for plaintiff; J. R. Pringle, Esq., appearing as counsel for defendant, Dominion Oil Company; A. L. Weil, Esq., appearing as counsel for General Petroleum Company et al.; and L. W. Andrews, Esq., T. O. Toland, Esq., and A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company et al.; W. C. Wren, a shorthand reporter of the testimony and proceedings being present and acting as such; and the Court having ordered that the hearing proceed; and

Joseph P. McDonald, William O. Maxwell, and F. J. Burns, witnesses on behalf of defendants, having been called, duly sworn and having testified; and in connection with the testimony of said witnesses, the defendants having offered [177] a certain exhibit, same having been admitted in evidence, ordered filed and is as follows, to wit: Defendants' Ex. "E," being proof of labor; and now, at the hour

of 11:54 o'clock A. M., court having taken a recess until 2 o'clock P. M., and now, at the hour of 2 o'clock P. M., having reconvened, and counsel, with the exception of T. O. Toland, Esq., being present as before, and A. S. Custer, a shorthand reporter of the testimony and proceedings, being present and acting as such; and a certain lease from Joseph McDonald to the Dominion Oil Company, dated November 21, 1909, having been read into the record on behalf of defendant, Dominion Oil Company, and a stipulation having been entered into by and between counsel for plaintiff and defendant Dominion Oil Company as to certain evidence; and a statement of production and expenditures by the Bankline Oil Company property having been read into the record by defendants, and a like statement as to Barneson & Walker property having been read into the record; by consent of counsel for the respective parties, the answer of Barneson and Walker is hereby amended by inserting certain figures; and now, at the hour of 2:20 o'clock P. M., **IT IS ORDERED** that this cause be and the same hereby is continued until Friday, the 26th day of April, 1918, at the hour of 10 o'clock A. M., for further hearing. [178]

At a stated term, to wit, the January term, A. D. 1918, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the courtroom thereof, in the city of Los Angeles, on Friday, the twenty-sixth day of April, in the year of our Lord one thousand nine hundred and eighteen. Present: Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Minutes of Court—April 26, 1918—Order Submitting Cause.

This cause coming on this day for further proceedings on final hearing; Frank Hall, Esq., Special Assistant to the Attorney General, and Chas. D. Hamel, Esq., Special Assistant to the United States Attorney, appearing as counsel for plaintiff; J. R. Pringle, Esq., appearing as counsel for defendant, Dominion Oil Company; A. L. Weil, Esq., appearing as counsel for defendant, General Petroleum Company et al.; L. W. Andrews, Esq., and A. V. Andrews, Esq., appearing as counsel for Producers Transportation Company et al.; W. C. Wren, a shorthand reporter of the testimony and proceedings

being present and acting as such; and

Roy Jones, a witness on behalf of plaintiff, having been recalled to the stand by the defendants and having testified; thereupon the defendants rest; and arguments having been made, on behalf of plaintiff by Frank Hall, Esq., and on behalf of defendants by A. L. Weil, Esq., and now, at the hour of 12:03 o'clock P. M., court having taken a recess until 2 o'clock P. M., and now, at the hour of 2 o'clock P. M., court having reconvened, and counsel and shorthand reporter being present as before; and argument having been resumed by A. L. Weil, Esq., on behalf [179] of defendants, and further arguments on behalf of defendants having been made by J. R. Pringle, Esq., and A. V. Andrews, Esq., and reply argument having been made by Frank Hall, Esq., on behalf of plaintiff; it is thereupon by the Court ORDERED that this matter be submitted to the Court for its consideration and decision. [180]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY,

GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, GENERAL PETROLEUM CORPORATION, PRODUCERS TRANSPORTATION COMPANY, BRITISH-AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. P. PERKEY, F. J. ELLIOTT, JOHN BARNESON and WILLIAM WALKER,
Defendants.

Opinion.

FRANK HALL, Special Assistant to Attorney General.

CHAS. D. HAMMEL, Special Asst. to U. S. Attorney, Los Angeles, Appearing for the Government.

A. L. WEIL, San Francisco, appearing for General Petroleum Company, General Pipe-Line Company of California, General Petroleum Corporation, Bankline Oil Company, John Barbeson, Wm. Walker.

LANE, WHITE & ELLIOTT, San Francisco, Appearing for Independent Oil Producers Agency.

ANDREWS, TOLAND & ANDREWS, Los Angeles, Cal., Appearing for Producers Transportation Company, British-American Oil Company, North Midway Oil Company,

J. R. PRINGLE, San Francisco, Appearing for Dominion Oil Company.

MEMORANDUM BY BEAN, District Judge:

This suit involves the northwest quarter of Section fifteen, Township 31 South, Range 22 East, in the Midway Oil Fields of California. The land is oil bearing and is within the Presidential Withdrawal Order of [181] September 27, 1909.

At the time of withdrawal it was in possession of and claimed by the predecessors in interest of the defendants. The Government asserts (1) that the location under which the defendants claim was made for the benefit of the British-American Oil Company and to enable it to acquire title to a larger area of mining land than the law permits and is therefore fraudulent and void, and (2) that neither the defendants nor their predecessors in interest were in diligent prosecution of work leading to discovery within the meaning of the Pickett Act, at the time of withdrawal.

The issues thus presented are questions of fact and no useful purpose will be served by reviewing the evidence. It will suffice to state my conclusions in general without referring to the evidence in detail.

The paper location in question and about two hundred others were made on January 1, 1908, for the use and benefit of ex-United States Senators Dorsey and Jones, and Messrs. Butler, Elliott, Strong and McDonald, and their associates, fifteen persons in all. Under the arrangement between them, no one person was to have a larger interest in any one location than permitted by law. There is no legal limit to the number of locations an individual or as-

sociation of individuals may make, provided it is not intended that one person shall thereby acquire a larger area in one location than the law allows. Nor is it of any consequence that the location notices were not signed by the real parties in interest. There is nothing in the law that prohibits one from initiating a location by an agent. (McCulloch vs. Murphy, 125 Fed. 147-149; Book vs. Justice Mng. Co., 58 Fed. 106; U. S. vs. McCutcheon, 217 Fed. 650.)

On March 4, 1908, the several locations were conveyed to Messrs. Elliott and Strong in trust for the respective [182] parties in interest. On May 4, 1909, Strong and Elliott conveyed them to the British-American Oil Company, a corporation, which had been organized some years before by McDonald and others, but which had never passed beyond a mere paper organization. No stock had ever been subscribed or issued except a few shares to qualify certain gentlemen as directors. The corporation had never done any business. It had no liabilities and no assets. It was nothing but a mere skeleton organization.

After the locations in question considerable discussion was had between the interested parties as to the best manner of handling the properties. A number of plans were suggested but finally as a matter of economy and convenience it was concluded to accept the offer of the organizers of the British-American Oil Company to use that corporation for such purpose. The former directors thereupon resigned and Messrs. Dorsey, Jones, Elliott, Strong

and McDonald were elected directors. Stock in the corporation was issued to the several parties in proportion to their interests in the locations, and the properties were thereafter managed and controlled by the corporation.

The evidence in my opinion wholly fails to show that the locations were made for and on behalf of the corporation, or that its existence was even known to most of the parties interested therein until after the locations had been made.

That the defendants and those under whom they claim were *bona fide* occupants and claimants of the property at the date of withdrawal clearly appears. The only remaining question is whether they were engaged in work leading to discovery within the meaning of the law.

As has been often said in this class of cases diligence or want of diligence within the meaning of the Pickett Act must be determined by the facts and circumstances of each case and a decision in one is of but little assistance in another. It appears from the evidence that early in September, 1909, [183] five or six of the parties interested in the property in controversy and who were willing to invest their money in its development concluded to form a subsidiary organization for that purpose. They thereupon made satisfactory arrangements with the parent corporation for possession and development of the property and each agreed to put into the enterprise the sum of five thousand dollars, making in the aggregate a fund of about twenty-five thousand dollars. They thereupon employed workmen, put them

in charge of the property, ordered lumber for a drilling rig, and so much thereof as could be had at the time was delivered on the premises about September 17, 1909. Two or three days later and prior to September 27th, an agreement was made with McDonell and Maxwell for a lease to them of the south half of the quarter, for which they agreed to pay three thousand dollars, and to reimburse the lessors for the expense previously incurred in the purchase and delivery of material and employment of workmen, and to begin drilling promptly. Maxwell and McDonell thereupon immediately took over the property covered by their lease, ordered a complete drilling outfit and began to assemble workmen and material as rapidly as the condition of the lumber and labor market would permit, preparatory to actual drilling. A cabin for the workmen was constructed sometime in November and work began on the derrick which was completed as soon as material could be secured for that purpose. Actual drilling was commenced early in December and oil discovered the latter part of that month. From the time the lumber was delivered on the property in September to the time the well was spudded in the property was continuously occupied by the employees of the lessees, engaged in such work as was possible preparatory to actual development. In short every reasonable effort seems to [184] have been made to proceed with the drilling and whatever delays occurred were due to the inability to secure material and workmen.

In my opinion the facts shown by the testimony bring the case within the case of *United States vs. Grass Creek Oil & Gas Company* (236 Fed. 481), decided by the Court of Appeals of the Eighth Circuit and cited with approval by the Court of Appeals of this Circuit in *Consolidated Mutual Oil Company vs. United States* (245 Fed. 521), and are such that the occupants would have been protected by the courts from intrusion by private parties at the time of withdrawal, and that I take it is the true test in cases of this character. (*U. S. vs. No. Am. Oil Co.*, 242 Fed. 723.)

It follows that the bill should be dismissed, and it is so ordered.

[Endorsed]: No. A.-58—Eq. United States District Court, Southern District of California, Northern Division. *United States of America v. Dominion Oil Co.* Opinion. Filed Jun. 8, 1918. Chas. N. Williams, Clerk. By R. S. Zimmerman, Deputy Clerk. [185]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL

COMPANY, STANDARD OIL COMPANY,
GENERAL PIPE-LINE COMPANY OF
CALIFORNIA, INDEPENDENT OIL PRO-
DUCERS AGENCY, GENERAL PETRO-
LEUM CORPORATION, PRODUCERS
TRANSPORTATION COMPANY, BRIT-
ISH-AMERICAN OIL COMPANY, NORTH
MIDWAY OIL COMPANY, SUSAN ELLI-
OTT, A. P. PERKEY, F. J. ELLIOTT, JOHN
BARNESON and WILLIAM WALKER,
Defendants.

Final Decree.

This cause having heretofore been heard on the pleadings and testimony, and argued by counsel, and it now appearing to the Court that the allegations of the bill are not sustained, and there is no equity therein, it is, therefore, ORDERED, ADJUDGED AND DECREED that the suit be and is hereby dismissed.

R. S. BEAN,
Judge.

Los Angeles, California, June 6th, 1918.

Decree entered and recorded June 7th, 1918.

CHAS. N. WILLIAMS,
Clerk.

By R. S. Zimmerman,
Deputy.

[Endorsed]: No. A.-58—Eq. United States District Court, Southern District of California, Northern Division. United States of America vs. Domin-

ion Oil Co. Decree. Filed June 7, 1918. Chas. N. Williams, Clerk. R. S. Zimmerman, Deputy. [186]

In the United States District Court for the Southern District of California, Northern Division.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et als.,

Defendants.

Petition for Rehearing.

To the Honorable Judges of the District Court of the United States for the Southern District of California, Northern Division.

Comes now the petitioner, the United States of America, the plaintiff in the above-entitled cause, and respectfully asks for a rehearing of the matters decided in the opinion and decree in this cause filed June 7, 1918, upon the following grounds and for the following reasons:

1. The Court erred in holding that the defendants and those under whom they claim were *bona fide* occupants and claimants of the property at the date of the withdrawal of September 27, 1909.

2. The Court erred in failing to hold that the locators were not *bona fide* locators and that the location notice was posted in the interest and for the benefit of the defendant the British-American Oil

Company, a corporation, or of some one other than said locators, and to enable said corporation or some one other than the locators to acquire more than 20 acres of mineral land in violation of the laws of the United States.

3. The Court erred in failing to hold that the location notice was posted without intent on the part of the [187] persons named thereon or any other person or persons to prosecute discovery work on the lands embraced therein.

4. The Court erred in failing to hold that the locators did not act in good faith for their own benefit in that they acted without intent to prosecute development work leading to the discovery of oil, and that no right could be derived therefrom.

5. The Court erred in failing to find that no right could accrue to the claimant for the 160 acres claimed in the tract involved herein for the reason, if for no other reason, that there were eight original locators upon the 160 acre tract who had no valid claim thereto or right therein but transferred and assigned their pretended claims and interests therein to one corporation prior to discovery or any work thereon; and there was no inception of development work upon or under said 160 acre tract prior to said transfer or prior to the withdrawal order of September 27, 1909, and therefore the right thereto did not exist and was not given by the Act of March 2, 1911, or otherwise.

6. The Court erred in failing to hold that the material placed on the property in question and the occupancy thereof prior to September 27, 1909, were

intended merely to hold the property and prevent its acquisition and development by other persons instead of with the intent to begin and proceed with development with the diligence required by law, or at all.

7. The Court erred in finding in favor of the defendants and in ordering the dismissal of the bill.

8. The Court erred in failing to find in favor of the plaintiff and to enter a decree for it as to the tract involved in this cause.

Respectfully submitted, [188]

HENRY F. MAY,

FRANK HALL,

Special Assistants to the Attorney General,

C. D. HAMEL,

Special Assistant to the United States Attorney,

Solicitors for Plaintiff.

[Endorsed]: No. A.-58—Eq. In the Dist. Court of the United States for the *Sou. of Cal.* U. S. A. vs. Dominion Oil Co. Petition for Rehearing. Filed Aug. 10, 1918. Chas. N. Williams, Clerk. By R. S. Zimmerman, Deputy. [189]

At a stated term, to wit, the November, A. D. 1918 term of the District Court of the United States, within and for the Northern Division of the Southern District of California, held at the courtroom thereof, in the city of Los Angeles, on the 9th day of December, in the year of our Lord one thousand nine hundred and eighteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL CO. et al.,

Defendants.

**Minutes of Court—December 9, 1918—Order
Continuing Hearing of Motion for Rehearing.**

This cause coming on at this time for the hearing of the motion for a rehearing, Henry F. May, Esq., Frank Hall, Esq., and Charles D. Hamel, Esq., present in open court on the part of the plaintiff and Andrews, Toland & Andrews, counsel for Producers Transportation Co., and British-American Oil Co., present.

This cause is by the Court continued to the 6th day of January, 1919, for the hearing of said motion.
[190]

At a term of court, to wit, November term, A. D. 1919, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the courtroom thereof, in the city of Los Angeles, on Monday, the sixth day of January, in the year of our Lord one thousand nine hundred and nineteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Minutes of Court — January 6, 1919 — Order
Continuing Hearing of Motion for Rehearing.**

This matter coming on this day for the hearing of motion for rehearing herein; Henry F. May, Esq., Frank Hall, Esq., and Chas. D. Hamel, Esq., special assistants to the United States Attorney, appearing as counsel for plaintiff; A. V. Andrews, Esq., appearing as counsel for defendants Producers Transportation Company, and British American Oil Company; and good cause appearing therefor, it is by the Court ORDERED that this matter be and the same hereby is continued until Monday, the 13th day of January, 1919, for the hearing of said motion for rehearing, at San Francisco, California. [191]

At a term of court, to wit, November Term, A. D. 1919, of the District Court of the United States of America, in and for the Southern District of California, Northern Division, held at the city of San Francisco, on Monday, the thirteenth day of January, in the year of our Lord one thousand nine hundred and nineteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Minutes of Court — January 13, 1919—Order
Continuing Hearing of Motion for Rehearing.**

This matter coming on this day for the hearing of plaintiff's motion for a restraining order and receiver; Frank Hall, Esq., and Chas. D. Hamel, Esq., special assistants to the Attorney General, appearing as counsel for plaintiff; A. L. Weil, Esq., appearing as counsel for defendant Bankline Oil Company; upon motion of Frank Hall, Esq., counsel for defendant consenting thereto, and good cause appearing therefor, it is now by the Court ORDERED that this matter be and the same hereby is continued until Wednesday, the 15th day of January, 1919, for the hearing of said motion. [192]

At a term, to wit, the November, A. D. 1918, term of the District Court of the United States, within and for the Northern Division of the Southern District of California, held at the courtroom at San Francisco, on Wednesday, the 15th day of January, in the year of our Lord, one thousand nine hundred and nineteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

THE UNITED STATES OF AMERICA,
Complainants,

vs.

DOMINION OIL COMPANY et al.,
Defendants.

**Minutes of Court — January 15, 1919—Order
Continuing Hearing of Motion for Rehearing.**

This matter coming on this day for the hearing of motion for rehearing; Frank Hall, Esq., and Chas. D. Hamel, Esq., special assistants to the Attorney General, appearing as counsel for plaintiff; upon motion of Frank Hall, Esq., and good cause appearing therefor, it is now by the Court ORDERED that this matter be and the same hereby is continued until Monday, the 20th day of January, 1919, for the hearing of said motion. [193]

At a term, to wit, the November, A. D. 1918, term of the District Court of the United States, within and for the Southern District of California, Northern Division, held at the courtroom on Monday, the twentieth day of January, in the year of our Lord one thousand nine hundred and nineteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQ.

THE UNITED STATES OF AMERICA,
Complainants,

vs.

DOMINION OIL COMPANY et al.,
Defendants.**Minutes of Court — January 20, 1919—Order
Submitting Motion for Rehearing.**

This matter coming on this day for the hearing of plaintiff's motion for rehearing; Henry F. May, Esq., Frank Hall, Esq., and Chas. D. Hamel, Esq., special assistants to the Attorney General, appearing as counsel for plaintiff; A. L. Weil, Esq., appearing as counsel for defendant, Bankline Oil Company; arguments having been made, in support of said motion by Henry May, Esq., and in opposition thereto by A. L. Weil, Esq., it is thereupon ORDERED that this matter be and the same hereby is submitted to the Court for its consideration and decision. [194]

At a term, to wit, the November, A. D. 1918, term of the District Court of the United States, within and for the Northern Division of the Southern District of California, held at the courtroom at San Francisco, on Tuesday, the twenty-first day of January, in the year of our Lord one thousand nine hundred and nineteen. Present: The Honorable ROBERT S. BEAN, District Judge.

No. A.-58—EQUITY N. D.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

**Minutes of Court — January 21, 1919—Order
Overruling Motion for Rehearing.**

This matter having heretofore been submitted to the Court on plaintiff's motion for rehearing, the Court being fully advised in the premises, now ORDERS that plaintiff's motion for rehearing be overruled and the petition denied. [195]

*In the District Court of the United States for the
Southern District of California, Northern Division.*

Hon. ROBERT S. BEAN, Judge Presiding.

No. A.-58—EQUITY.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY et al.,

Defendants.

Opinion on Motion for Rehearing.

San Francisco, Cal., January 20, 1919. [196]

The COURT.—(Oral.) The Court is of the opin-

ion that the motion for rehearing in the case of United States vs. Dominion Oil Company should be denied. The motion is based, substantially, upon two grounds: First, that the location under which the defendant claims title was made for and on behalf of an association or syndicate of parties or gentlemen, numbering fifteen. It appears from the testimony quite clearly that under the arrangements between these gentlemen no one was to receive more or a larger area of any single location than the law permitted, and I know of no rule of law that prevents an association of that kind from making or having locations made on their behalf. Nor does the fact that some of the parties who signed the notices did not know the name of their principal invalidate the notice. They knew that they were not acting for themselves and were making the filings for and on behalf of some other person or persons, and the fact that their principal was undisclosed would not invalidate their action.

The second ground is that this location and others made for and on behalf of the syndicate, some two hundred in number, were speculations—and by that I understand counsel to mean that it was not the intention of the parties for whose benefit the locations were made to themselves develop the property, but that they made the locations with the purpose and expectation [197] of selling and disposing of some of them to other parties and profiting thereby.

I know of no statutory or other rule that forbids paper locations of this character, and these were but paper locations. They are not such as are recog-

nized by the law of the United States. But the practice seems to have grown up in this country of making such locations and the locator obtaining some rights that were recognized by the community. The courts have recognized their right to sell and dispose of their interest under such locations, and the fact that they made them for that purpose would not, in my judgment invalidate them.

So that the motion for rehearing will be denied.
[198]

[Endorsed]: No. A.-58—Equity. In the District Court of the United States for the Southern District of California, Northern Division. Hon. Robert S. Bean, Judge Presiding. United States of America, Plaintiff, vs. Dominion Oil Company et al., Defendants. Ruling on Motion for Rehearing. San Francisco, Cal., January 20, 1919. Filed Feb. 17, 1919. Chas. N. Williams, Clerk. By Maury Curtis, Deputy Clerk. Doyle & St. Maurice, Shorthand Reporters and Notaries, 503-508 California Building, Los Angeles, California, Main 2896. [199]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL

COMPANY, STANDARD OIL COMPANY,
GENERAL PIPE-LINE COMPANY OF
CALIFORNIA, INDEPENDENT OIL
PRODUCERS AGENCY, GENERAL PE-
TROLEUM CORPORATION, PRODU-
CERS TRANSPORTATION COMPANY,
BRITISH-AMERICAN OIL COMPANY,
NORTH MIDWAY OIL COMPANY,
SUSAN ELLIOTT, A. B. PERKEY, F. J.
ELLIOTT, JOHN BARNESON and WILL-
IAM WALKER,

Defendants.

**Stipulation and Order Enlarging Time to and
Including September 25, A. D. 1919, for Filing
Statement of Evidence.**

IT IS HEREBY STIPULATED by and between the parties hereto, by the respective solicitors, in the above-entitled cause, that the plaintiff and appellant, United States of America, may have up to and including the 25th day of September, A. D. 1919, within which to file for approval its statement of evidence to be incorporated in the record on appeal as provided in Equity Rule No. 75, and that the defendants and appellees may have ten (10) days from and after receiving notice of the filing of said statement of evidence with the clerk of the above-entitled court within which to file objections and proposed amendments thereto.

Dated this 20th day of August, 1919.

HENRY F. MAY,
FRANK HALL,

Special Assistants to the Attorney General.

CHAS. D. HAMEL,

Special Assistant to the United States Attorney, Solicitors for Plaintiff. [200]

A. L. WEIL,

Solicitors for General Petroleum Company, Bankline Oil Company, General Pipe-line Company of California, General Petroleum Corporation, John Barneson and William Walker.

J. R. PRINGLE,

Solicitor for Dominion Oil Company.

PILLSBURY MADISON & SUTRO,

Solicitor for Standard Oil Company.

ANDREWS, TOLAND & ANDREWS,

WEIL,

Solicitor for Independent Oil Producers Agency, Producers Transportation Company, North Midway Oil Company, British-American Oil Company, Susan Elliott, A. B. Perkey and F. J. Elliott.

IT IS SO ORDERED, this August 22, 1919.

BLEDSON,

District Judge.

[Endorsed]: No. A.-58. In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit. United States of America vs. Dominion Oil Company et al. Stipulation and Order Enlarging Time for Filing Statement of Evidence. Filed Aug. 22, 1919. Chas.

N. Williams, Clerk. By R. S. Zimmerman, Deputy Clerk. [201]

In the District Court of the United States for the Southern District of California, Northern Division, Ninth Circuit.

IN EQUITY—No. A.-58.

UNITED STATES OF AMERICA,

Plaintiff,

vs.

DOMINION OIL COMPANY, GENERAL PETROLEUM COMPANY, BANKLINE OIL COMPANY, STANDARD OIL COMPANY, GENERAL PIPE-LINE COMPANY OF CALIFORNIA, INDEPENDENT OIL PRODUCERS AGENCY, GENERAL PETROLEUM CORPORATION, PRODUCERS TRANSPORTATION COMPANY, BRITISH-AMERICAN OIL COMPANY, NORTH MIDWAY OIL COMPANY, SUSAN ELLIOTT, A. B. PERKEY, F. J. ELLIOTT, JOHN BARNESON, and WILLIAM WALKER,

Defendants.

Statement of the Evidence to be Incorporated in the Record on Appeal.

BE IT REMEMBERED that on the 22d day of April, A. D. 1918, the same being one of the juridical days of the special January, 1918, term of the District Court of the United States, within and for the

Northern Division of the Southern District of California, sitting at Los Angeles, California, the above-entitled cause came on for hearing before the Honorable ROBERT S. BEAN, the presiding Judge of said court. The plaintiff appearing by Henry F. May, and Frank Hall, Special Assistants to the Attorney General, and Charles [202] D. Hamel, Special Assistant to the United States Attorney, and the defendant Dominion Oil Company appearing by J. R. Pringle, Esq., the defendants General Petroleum Company, General Pipe-Line Company of California, Bankline Oil Company, General Petroleum Corporation, John Barneson, and William Walker appearing by A. L. Weil, Esq., the defendant Independent Oil Producers Agency appearing by Lane, White & Elliott, and the defendants Producers Transportation Company, British American Oil Company, and North Midway Oil Company appearing by Andrews, Toland & Andrews, the following proceedings were had, that is to say:

Thereupon the plaintiff, to maintain the issues herein on its behalf, offered and gave in evidence as follows, that is to say:

Mr. HALL.—The plaintiff offers in evidence the papers attached together which have been marked Plaintiff's Exhibit No. 1, which purports to be a photographic certified copy of the withdrawal order of September 27, 1909, as follows:

Plaintiff's Exhibit No. 1.

“WITHDRAWAL OF SEPTEMBER 27, 1909.

September 27, 1909.

The Honorable,

The Secretary of the Interior.

Sir:

In accordance with your orders I have the honor to submit the following recommendation which covers approximately 3,041,000 acres of which the larger part is probably private land and not affected by this withdrawal.

Temporary Petroleum Withdrawal No. 5.

In aid of proposed legislation affecting the use and disposition of the petroleum deposits on the public domain, all public lands in the accompanying lists are hereby temporarily withdrawn from all forms of location, settlement, selection, filing, entry, or disposal under the mineral or non-mineral public land laws. All locations or claims existing and valid on this date may proceed to entry in the usual manner [203] after field investigation and examination.

* * * * *

T. 31 S., R. 22 E. All of Township.

* * * * *

Very respectfully,

H. C. RIZER,
Acting Director.

Approved September 27, 1909, and sent to General Land Office.

FRANK PIERCE,
Acting Secretary.

(Notification to Register and Receiver, Visalia, Oakland, Sacramento, Los Angeles, Buffalo, and Douglas, October 5, 1909.)”

Mr. WEIL.—I will ask Mr. Hall if he has any objection to having the record show that the Commissioner’s letter was dated October 5, 1909, and received at the local Land Office, at Visalia, on October 11, 1909.

Mr. HALL.—Subject to verification. I don’t doubt that at all.

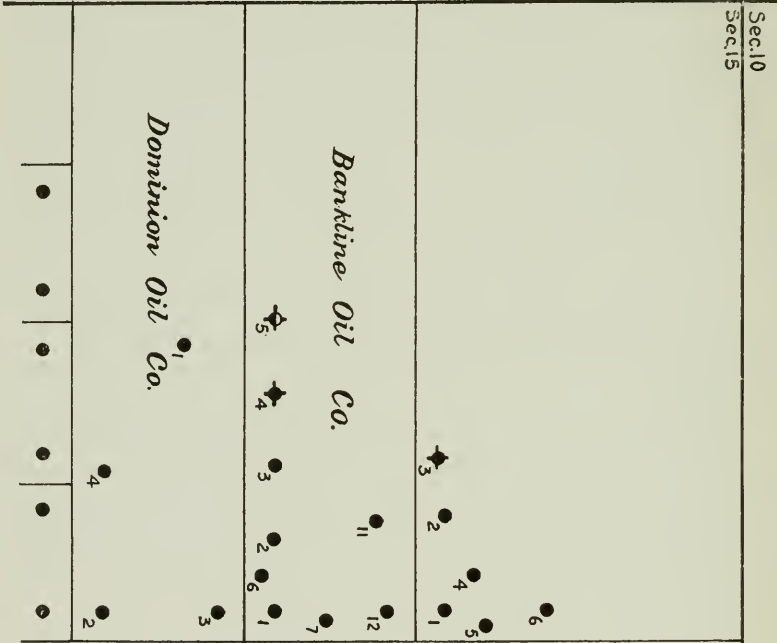
The COURT.—That may be entered as a stipulation in the record, subject to correction.

Mr. HALL.—The Commissioner’s letter was dated October 5th and was received at the Land Office October 11th.

Mr. HALL.—May the record show that the plaintiff offers in evidence the plat which has been marked Plaintiff’s Exhibit No. 2. It is offered in evidence merely as illustrative of the testimony and is as follows, to wit: [204]

Plaintiff's Exhibit No. 2.

Sec. 9
Sec. 10
Sec. 15
Sec. 16



MAP

NW¼ SEC. 15-T. 31 S.- R. 22 E.

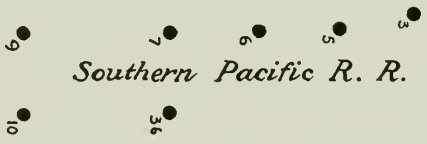
MIDWAY OILFIELD - CALIFORNIA

3-23-18:

Scale 400 ft. to 1 inch

Note: Position of wells approximate

Southern Pacific R. R.



Mr. HALL.—The Government now offers in evidence the paper which has been marked Plaintiff's Exhibit No. 3, which purports to be a certified copy of a location notice of Placer Mining Claim Zee No. 8, embracing the northwest quarter of Section 15, Township 31 South, Range 22 East, and is as follows, omitting immaterial certificates and markings:

Plaintiff's Exhibit No. 3.

“NOTICE OF LOCATION—PLACER CLAIM.

Notice is hereby given, that the undersigned citizen of the United States in compliance with the requirements of the Revised Statutes of the United States have this day located the following described placer mining ground, situated in the County of Kern, State of California, in Mining District McKittrick and more particularly described as follows, to wit:

The Northwest quarter (NW. $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22), East, M. D. B. & M., containing 160 acres more or less.

Said ground covered by said location is hereby claimed as a placer mining claim for mining and developing oil, petroleum, asphaltum, gypsum and any and all other mineral substances contained therein.

This notice is posted on the ground situated in the SE. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of said Section 15, at the point of discovery of a valuable placer deposit of petroleum, oil, asphaltum and gypsum. The boundaries of the land embraced within this claim are distinctly marked upon the ground by monuments and by the exterior line thereof.

This claim shall be known as the Zee No. 8 placer mining claim.

Located 12:01 A. M., first day of January, 1908.

Locators:

L. W. ANDREWS.

GEO. C. HALDEMAN.

FRANK R. STRONG.

STEPHEN W. DORSEY.

WALLACE D. DICKINSON

WARREN F. McGRATH.

GEO. W. DICKINSON.

O. C. GEBAUER.

Witness:

J. H. BODENHAUER.

Recorded at request of Wm. J. McDonald, Jan. 2, 1908, at 50 min. past 1 o'clock P. M. in Book 71 [206] of Mining Records, page 8, Kern County Records.

CHAS. A. LEE,

Recorder."

Mr. HALL.—Plaintiff now offers in evidence a number of sheets of paper attached together, which have been marked Plaintiff's Exhibit No. 4, which purports to be a certified copy of an indenture made on March 4, 1908.

The COURT.—Does that purport to have been executed by the—

Mr. HALL.—By the 21 people.

The COURT.—All the locators who are on this notice you have just offered?

Mr. HALL.—Yes, sir; they are included in the list; there are 14 others or 17 others.

The COURT.—But these are the locators or purported locators of the northwest of 15.

Mr. HALL.—Of 15, yes, your Honor. That is the location of Zee No. 8. There were 207 claims, and they are all known as Zee No. 1, No. 2 and so forth.

Mr. WEIL.—I would like to object to any part of that deed which refers to any location other than the location of this Zee No. 8, or any land other than said land.

The COURT.—Very well, that will be understood.

Plaintiff's Exhibit No. 4.

Exhibit No. 4 is as follows, omitting certificate of county recorder and file-marks:

“This Indenture made the 4th day of March, in the year of our Lord one thousand nine hundred and eight between B. Adams, L. W. Andrews, A. W. Casey, N. G. Casey, W. P. Casey, Wallace D. Dickin-son, George W. Dickson, Stephen W. Dorsey, L. B. Dorsey, M. Z. Elliott, O. C. Gebauer, F. J. Haldeman, George C. Haldeman, G. A. Horn, Addison C. Macon, Henry L. Musser, Warren J. McGrath, H. R. Mc-Donald, J. E. McDonald, Albert *Shaw* and Frank R. Strong, party of the first part, and Frank R. Strong [207] and M. Z. Elliott, Trustees, parties of the second part.

WITNESSETH:

That the said parties of the first part for and in consideration of the sum of Fifty Dollars (\$50.00) gold coin of the United States of America, and other valuable considerations, covenants and agreements to them in hand paid, by the said parties of the sec-

ond part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released and forever quitclaimed and by these presents to grant, bargain, sell, remise, release and forever quitclaim unto the said parties of the second part, and to their heirs and assigns all those certain mining claims particularly described as follows, to wit:

Zee No. 1, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-two (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situate in the County of Kern, State of California, in Mining District, Midway and located January 1, 1908, location notice recorded January 2d, 1908, in Vol. 71 of Miscellaneous Records of Kern County, California.

Zee No. 2, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (42), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, location, recordation, district, County and State same as above.

Zee No. 3, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-two (32), in Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, County and State same as above.

Zee No. 3, the Northwest quarter (NW. $\frac{1}{4}$) of Section (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, County and State same as above.

Zee No. 4, the Southwest quarter of Section Thirty-two (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, County and State same as above.

Zee No. 5, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty (30), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, County and State same as above.

Zee No. 6, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty (30), Township Thirty-one (31) South, Range Twenty-three [208] (23) East, M. D. B. & M., containing 160 acres more or less, same district, location, recordation, etc., as above.

Zee No. 7, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty (30), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, same district, location, recordation, etc., as above.

Zee No. 8, the Northwest quarter (NW. $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. B. & M., containing 160 acres more or less, McKittrick District, location, recordation, etc., same as above.

Zee No. 9, the Southeast quarter (SE. $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 10, the Southwest quarter (SW. $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-one (31) —, Range Twenty-two (22) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 11, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, Devils Den District, location, recordation, etc., same as above.

Zee No. 12, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 13, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 14, the Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 15, the Southeast quarter (SE. $\frac{1}{4}$) of Section Six (6), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 16, the Northwest quarter (NW. $\frac{1}{4}$) of Section Seven (7), Township Twenty-seven (27)

South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [209]

Zee No. 17, the Southeast quarter (SE. $\frac{1}{4}$) of Section Seven (7), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 52, the South Half of Northeast quarter of Northeast quarter of Section Two (2), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 80 acres more or less, Temblor District, location, recordation, etc., same as above.

Zee No. 53, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres or less, district, location, recordation, etc., same as above.

Zee No. 54, the Southwest quarter of Section Twenty-two (22), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 55, the Northeast quarter of Section Twenty-two (22), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 56, the Southwest quarter (SW. $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M.,

containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 57, the Northwest quarter (NW. $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 58, the Northeast quarter (NE. $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 59, the Southwest quarter (SW. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., *more or less, district, location, recordation, etc., same as above.*

Zee No. 60, the Southeast quarter (SE. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [210]

Zee No. 61, the Northeast quarter (NE. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 62, the Northwest quarter (NW. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M.,

containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 63, the Southwest quarter (SW. $\frac{1}{4}$) of Section One (1), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 64, the Northwest quarter (NW. $\frac{1}{4}$) of Section One (1), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 65, the Northeast quarter (NE. $\frac{1}{4}$) of Section One (1), Township Twenty-nine (29) South Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 66, the Southwest quarter (SW. $\frac{1}{4}$) of Section Two (2), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 67, the South Half of the South Half of Section Three (3), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 68, the Southeast quarter (SE. $\frac{1}{4}$) of Section Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 69, the Southwest quarter of Section Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 70, the Northwest quarter (NW. $\frac{1}{4}$) of Section Four (4), Township Twenty-nine South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 71, the Northeast quarter (NE. $\frac{1}{4}$) of Section [211] Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 72, the Southwest quarter (SW. $\frac{1}{4}$) of Section Ten (10) Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 73, the South half of the Southeast quarter of Section Ten (10), Township Twenty-nine South, Range Twenty (20) East, M. D. B. & M., containing 80 acres more or less, district, location, recordation, etc., same as above.

Zee No. 74, the South half (S. $\frac{1}{2}$) of the Northwest quarter (NW. $\frac{1}{4}$) and the Northeast quarter (NE. $\frac{1}{4}$) of the Northwest quarter (NW. $\frac{1}{4}$) of Section Ten (10), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 120 acres more or less, district, location, recordation, etc., same as above.

Zee No. 75, the Northeast quarter (NE. $\frac{1}{4}$) of Section Six (6), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, Devil's Den Dis., location, recordation, etc., same as above.

Zee No. 76, of the Northeast quarter (NE. $\frac{1}{4}$) of Section Five (5), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 77, the Northwest quarter of Section Four (4), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 78, the Northeast quarter (NE. $\frac{1}{4}$) of Section Nineteen (19) Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 79, the Southwest quarter (SW. $\frac{1}{4}$) of Section Nineteen (19) Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 80, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty (20), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [212]

Zee No. 81, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty (20), Township Twenty-six (26)

South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, recordation, location, etc., same as above.

Zee No. 82, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-nine (29) Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 83, the Northeast quarter (NE. $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, same as above.

Zee No. 84, the Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 85, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc. same as above.

Zee No. 86, the Northwest quarter of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc. same as above.

Zee No. 87, the Northeast quarter (NE. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. &

M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 88, the Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 89, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 90, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [213]

Zee No. 91, the Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 92, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 93, the Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 94, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 95, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 96, the Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 97, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 98, the Southeast quarter of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 99, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 100, the Northeast quarter (NE. $\frac{1}{4}$) of Section One (1), Township Twenty-seven (27)

South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, [214] recordation, etc., same as above.

Zee No. 101, the Southeast quarter of Section One (1), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 102, the Southwest quarter (SW. $\frac{1}{4}$) of Section One (1), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 103, Northwest quarter of Section One (1), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 104, the Northeast quarter of Section Two (2), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 105, the Southeast quarter (SE. $\frac{1}{4}$) of Section Two (2), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 106, Southwest quarter (SW. $\frac{1}{4}$) of Section Two (2), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M.,

containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 107, the Northwest quarter (NW. $\frac{1}{4}$) of Section Two (2), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 108, Northeast quarter (NE. $\frac{1}{4}$) of Section Three (3), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres, district, location, recordation, etc., same as above.

Zee No. 109, the Southeast quarter of Section Three (3), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 110, the Southwest quarter (SW. $\frac{1}{4}$) of Section Three (3), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing [215] 160 acres more or less, district, location, recordation, same as above.

Zee No. 111, Northwest quarter of Section Three (3), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 112, Northeast quarter of Section Four (4), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 113, Southeast quarter of Section Four (4), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 114, Southwest quarter Section Four (4), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 115, Northwest quarter (NW. $\frac{1}{4}$) of Section Four (4), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 116, Northeast quarter of Section Five (5), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 117, Northwest quarter (NW. $\frac{1}{4}$) of Section Five (5), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 118, Northwest quarter (NW. $\frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 119, Northeast quarter (NE. $\frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27) South,

Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 120, Southwest quarter (SW. $\frac{1}{4}$) of Section [216] Eight (8), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 121, Southeast quarter (SE. $\frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee ——— 122, Northeast quarter (NE. $\frac{1}{4}$) Section Nine (9), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 123, Southeast quarter (SE. $\frac{1}{4}$), Section Nine (9), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 124, Northwest quarter (NW. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 125, Northeast quarter (NE. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven South, Range Eighteen East, M. D. B. & M., containing 160 acres,

more or less, district, location, recordation, etc., same as above.

Zee No. 126, Southeast quarter (SE. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven (27) South, Range Eighteen east, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 127, Southwest quarter (SW. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 128, Northwest quarter (NW. $\frac{1}{4}$) Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 129, Southwest quarter (SW. $\frac{1}{4}$) Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [217]

Zee No. 130, Northeast quarter (NE. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, same as above.

Zee No. 131, Southeast quarter (SE. $\frac{1}{4}$) Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 132, Northwest quarter (NW. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 133, Northeast quarter (NE. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 134, Southeast quarter (SE. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 135, Southwest quarter (SW. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 136, Northwest quarter (NW. $\frac{1}{4}$) Section Fourteen (14), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 137, Southeast quarter (SE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 138, Southwest quarter (SW. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-seven (27) South,

Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 139, Northeast quarter (NE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [218]

Zee No. 140, Northwest quarter (NW. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 141, Southeast quarter (SE. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 142, Northeast quarter (NE. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 143, Northwest quarter (NW. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 144, Southwest quarter (SW. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160

acres more or less, district, location, recordation, etc., same as above.

Zee No. 145, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-nine (29), Township Twenty-seven (27), South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location recordation, etc., same as above.

Zee No. 146, Northwest quarter, Section Twenty-eight (28), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 147, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location recordation, etc., same as above.

Zee No. 148, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location recordation, etc., same as above.

Zee No. 149, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

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Zee No. 150, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location recordation, etc., same as above.

Zee No. 151, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-two (22), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 152, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-two (22), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 153, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., district, location, recordation, etc., same as above and containing 160 acres of land more or less.

Zee No. 154, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 155, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 156, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 157, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-three (23), Township Twenty-seven (27)

South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 158, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-three (23), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 159, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-three (23), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [220]

Zee No. 160, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-three (23), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, same as above, etc.

Zee No. 161, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 162, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 163, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., con-

taining 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 164, the Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 165, Northwest quarter (NW. $\frac{1}{4}$) Section six (6), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 166, Northeast quarter (NE. $\frac{1}{4}$) Section six (6), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 167, Southwest quarter (SW. $\frac{1}{4}$) Section six (6), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 168, Southwest quarter (SE. $\frac{1}{4}$) Section six (6), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 169, Northwest quarter (NW. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [221]

Zee No. 170, Northeast quarter (NE. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 171, Southwest quarter (SW. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 172, Southeast quarter (SE. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 173, Northwest quarter (NW. $\frac{1}{4}$) Section Four (4), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 174, Southwest quarter (SW. $\frac{1}{4}$) Section Four (4), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 175, West half of the East half of Section Four (4), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 176, Northwest quarter (NW. $\frac{1}{4}$) Section Eight (8) Township Twenty-eight (28) South,

Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, same as above.

Zee No. 177, Northeast quarter (NE. $\frac{1}{4}$) Section Eight (8) Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, location, recordation, etc., same as above.

Zee No. 178, Southwest quarter (SW. $\frac{1}{4}$) Section Eight (8) Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 179, Southeast quarter (SE. $\frac{1}{4}$) Section Eight (8) Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 180, West half of the West half (W. $\frac{1}{2}$ of W. ($\frac{1}{2}$) of Section Nine (9), Township Twenty-eight (28) South, [222] Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 181, the South half of the Southeast quarter and the Northeast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section Nine (9), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 182, Southwest quarter (SW. $\frac{1}{4}$) Section

Three (3), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 183, North half of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section Ten (10), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 120 acres more or less, district, location, recordation, etc., same as above.

Zee No. 184, Southwest quarter (SW. $\frac{1}{4}$) Section Eleven (11), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 185, Southeast quarter (SE. $\frac{1}{4}$) Section Eleven (11), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 186, Northwest quarter, section fifteen (15), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 187, Northeast quarter (NE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 188, Southwest quarter (SW. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South,

Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 189, Southeast quarter (SE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more [223] or less, district, location, recordation, etc., same as above.

Zee No. 190, West half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Fourteen (14), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 120 acres more or less, district, location, recordation, etc., same as above.

Zee No. 191, Northeast quarter of the Northeast quarter of Section Fourteen (14), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 40 acres more or less, district, location, recordation, etc., same as above.

Zee No. 192, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 193, Northeast quarter (NE. $\frac{1}{4}$) Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 194, Southwest quarter (SW. $\frac{1}{4}$) Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., contain-

ing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 195, Southeast quarter (SE. $\frac{1}{4}$) Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 196, South half of the North half of Section Twenty-two (22), Township Twenty-eight (28) South, range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 197, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-two (22), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 198, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-two (22), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 199, Northwest quarter (NW. $\frac{1}{4}$) Section [224] Twenty-three (23), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 200, Northeast quarter (NE. $\frac{1}{4}$), Section Twenty-three (23), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 201, Southwest quarter (SW. $\frac{1}{4}$), Section Twenty-three (23), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less.

Zee No. 202, Southeast quarter, Section Twenty-three (23), Township Twenty-eight South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 203, Northwest quarter, Section Twenty-six (26), Township Twenty-eight South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 204, South half of Northeast quarter and the Northwest quarter of the Northeast quarter, Section Twenty-six (26), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 205, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 206, Southeast quarter (SE. $\frac{1}{4}$), Section Twenty-six (26), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 207, Southwest quarter, Section Twenty-five (25), Township Twenty-eight (28) South, Range

Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 208, Southwest quarter (SW. $\frac{1}{4}$), Section Ten (10), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 209, North half of the Northwest quarter of Section Thirty-four (34), Township Twenty-six (26) South, Range Seventeen East, M. D. B. & M., containing 80 acres more or less, district, location, recordation, etc., same as above. [225]

Zee No. 210, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 211, Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 212, Northwest quarter of Section Thirty-five (35), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 213, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-five (35), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M.,

containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 214, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-five (35), Township Twenty-six (26) —, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 215, Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-five (35), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, same as above.

Zee No. 216, Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty (30), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, Temblor District, location, recordation, etc., same as above.

Zee No. 217, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty (30), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 218, Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 219, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [226]

Zee No. 220, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 221, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 222, Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 223, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 224, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less.

Zee No. 225, Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 226, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., con-

taining 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 227, West half (W. $\frac{1}{2}$) of Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 80 acres more or less, district, location, recordation, etc., same as above.

Zee No. 235, North half of the Northeast quarter and the East half of the Northwest quarter of Section Twenty-one (21), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, Devil's Den District, location, recordation, etc., same as above.

Zee No. 238, North half of the Northeast quarter of Section Twenty-nine (29), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 80 acres more or less, district, location, recordation, etc., same as above. [227]

Zee No. 239, Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 240, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-eight (28), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 241, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-eight (28), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location,

recording, etc., same as above.

Zee No. 242, Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recording, etc., same as above.

Zee No. 243, Southwest quarter Section Twenty-seven (27), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recording, etc., same as above.

Zee No. 244, Northeast quarter, Section Thirty-three (33), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recording, etc., same as above.

Zee No. 250, Southwest quarter (SW. $\frac{1}{4}$) of Section Four (4), Township Thirty-one (31) South, Range Twenty-two (22), East, M. D. B. & M., containing 160 acres more or less, McKittrick District, location, recording, etc., same as above.

Zee No. 251, North half (N. $\frac{1}{2}$) of South half (S. $\frac{1}{2}$) of Section Ten (10), Township Thirty (30) South, Range Twenty-one (21) East, M. D. B. & M., containing 160 acres more or less, district, location, recording, etc., same as above.

Zee No. 252, Lots one (1), Two (2), and Three (3), and the Southwest quarter (SW. $\frac{1}{4}$) of the Southwest quarter (SW. $\frac{1}{4}$) of Section Ten (10), Township Thirty (30) South, Range Twenty-one (21) East, M. D. B. & M., district, location, recording, etc., same as above.

Zee No. 253, West half (W. $\frac{1}{2}$) of Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-nine (29) South, Range Twenty-one East (21 E.), M. D. B. & M., district, location, recordation, etc., same as above.

Zee No. 254, Lots Six (6), Seven (7) and Eight (8), in Section Four (4), Township Thirty (30) South, Range Twenty-one (21) East, M. D. B. & M., district, location, recordation, etc., same as above.

Zee No. 255, Lots Thirteen (13), Fourteen (14) and [228] Fifteen (15) in Section Two (2), Township Thirty (30) South, Range Twenty-one (21) East, M. D. B. & M., district, location, recordation, etc., same as above, each and all of said location notices, recorded Jan. 2, 1908, in vol. 71 of Miscellaneous Records of Kern County, California, together with all the dips, spurs and angles and also all the metals, ores, gold and silver bearing quartz rock and earth therein, as also all deposits of oil or petroleum or oil bearing rock, and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed, also, all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity, of the said parties of the first part, of in or to the said premises, and as part and parcel thereto with the appurtenances.

To have and to hold all and singular the said premises, together with the appurtenances and privileges

thereunto incident unto the said parties of the second part.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

B. ADAMS.	(Seal)
LEWIS W. ANDREWS.	(Seal)
A. W. CASEY.	(Seal)
N. G. CASEY.	(Seal)
W. P. CASEY.	(Seal)
WALLACE D. DICKINSON.	(Seal)
GEO. W. DICKSON.	(Seal)
STEPHEN W. DORSEY.	(Seal)
L. B. DORSEY.	
M. Z. ELLIOTT.	(Seal)
O. C. GEBAUER.	(Seal)
G. A. HORN.	(Seal)
ADDISON C. MACON.	(Seal)
F. J. HALDEMAN.	(Seal)
WARREN F. McGRATH.	(Seal)
H. R. McDONALD.	(Seal)
J. E. McDONALD.	(Seal)
ALBERT G. SHAW.	(Seal)
FRANK R. STRONG.	(Seal)
GEORGE C. HALDEMAN.	(Seal)
HENRY L. MUSSER.	(Seal)

State of California,
County of Los Angeles,—ss.

On this 4th day of March, in the year of our Lord One Thousand Nine Hundred and Eight, before me James B. Hobbs, a Notary Public, in and for said County of Los Angeles, State of California, resid-

ing therein, duly commissioned and sworn personally appeared B. Adams, L. W. Andrews, A. W. Casey, N. G. Casey, W. P. Casey, Wallace D. Dickinson, George W. Dickinson, Stephen W. Dorsey, L. B. Dorsey, M. Z. Elliott, O. C. Gebauer, F. J. Halde- man, George C. Haldeman, G. A. Horn, Addison C. Macon, Henry L. Musser, Warren F. McGrath, H. R. McDonald, J. E. McDonald, Albert — Shaw, and Frank R. Strong, known to me to be the persons whose names are subscribed to the within and annexed instrument and acknowledged to me that they executed the same. [229]

In Witness Whereof, I have hereunto set my hand and affixed my official seal in said County, the day and year in this Certificate first above written.

(Seal)

JAMES B. HOBBS,

Notary Public, in and for Los Angeles County, State of California.

Recorded at request of Roy Jones, May 27, 1909, at 58 min. past 4 P. M. in Book 217 of Deeds, page 62 of Kern County Records.

CHAS. A. LEE,

Recorder."

The COURT.—Are the Elliott and Strong, the grantees in that conveyance, the locators?

Mr. HALL.—Frank Strong was one of the locators on this particular quarter.

The COURT.—And he is one of the trustees?

Mr. HALL.—He is named as one of the trustees; he is on both sides of the parties in this particular instrument; he is grantee and grantor.

Mr. PRINGLE.—In one case he is there in an in-

dividual capacity, and in the other in a trust capacity.

The COURT.—I understand that but I wanted to get whether he is the same individual.

Mr. HALL.—Yes, he is the same individual.

Mr. HALL.—The Government offers in evidence the papers which have been marked Plaintiff's Exhibit No. 5, which purports to be a certified copy of an instrument made on the 4th day of May, 1909, between Frank R. Strong and M. Z. Elliott, trustees, parties of the first part, and the British-American Oil Company, a corporation, party of the second part.

Mr. WEIL.—I think the only objection we have to that deed is in so far as it describes any lands other than those involved in this suit.

Plaintiff's Exhibit No. 5 is as follows, omitting [230] the certificate of County Recorder and filing-marks:

Plaintiff's Exhibit No. 5.

“This indenture made this 4th day of May in the year of our Lord one thousand nine hundred and nine, between Frank R. Strong and M. Z. Elliott, trustees, parties of the first part, and British-American Oil Company, a corporation, organized and existing under the laws of the State of California, party of the second part.

Witnesseth: That the said parties of the first part for and in consideration of the sum of Fifty Dollars (\$50.00) gold coin of the United States of America, and other valuable considerations, covenants and agreements, to them in hand paid by the said party

of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released and forever quitclaimed, and by these presents do grant, bargain, sell, remise, release and forever quitclaim unto the said party of the second part and to its successors and assigns all those certain placer mining claims, situated in the State of California and more particularly described as follows, to wit:

Zee No. 1, the Southeast quarter (SE. $\frac{1}{4}$), Section Thirty-two (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situated in the county of Kern, State of California, in Mining District Midway, and located January 1, 1908, location notice recorded January 2, 1908, in Vol. 71 of Miscellaneous Records of Kern County, California.

Zee No. 2, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, location, recordation, district, county and state same as above.

Zee No. 3, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-two (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, county and state same as above.

Zee No. 4, the Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-two (32), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, county and state same as above.

Zee No. 5, the Southeast quarter of Section Thirty (30), Township Thirty-one (31) South, Range Twenty-three (23) East of M. D. B. & M., containing 160 acres more or less, situation, location, recordation, district, county and state same as above.

Zee No. 6, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty (30), Township Thirty-one (31) South, Range Twenty-three (23) East, M. D. B. & M., containing 160 acres, more or less, same district, location, recordation, etc., as above. [231]

Zee No. 7, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty (30), Township Thirty-one (31), South Range Twenty-three (23) East, M. D. B. & M., containing 160 acres more or less, same district, location, recordation, etc., as above.

Zee No. 8, the Northwest quarter (NW. $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. B. & M., containing 160 acres more or less, McKittrick District location, recordation, etc., same as above.

Zee No. 9, the Southeast quarter of Section Fifteen (15), Township Thirty-one (31) South, Range Twenty-two (22) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 10, the Southwest quarter (SW. $\frac{1}{4}$) of Section Fifteen (15), Township Thirty-one (31) —, Range Twenty-two (22) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 11, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven (27)

South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, Devil's Den District, location, recordation, etc., same as above.

Zee No. 12, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 13, the Northwest quarter of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 14, the Southwest quarter of Section Thirty-two (32), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 15, the Southeast quarter (SE. $\frac{1}{4}$) of Section Six (6), Township Twenty-six (27) South of Range Nineteen (19) East of M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 16, the Northwest quarter (NW. $\frac{1}{4}$) of Section Seven (7), Township Twenty-seven (27) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [232]

Zee No. 17, the Southeast quarter (SE. $\frac{1}{4}$) of Section Seven (7), Township Twenty-seven (27) South, Range Nineteen (19) East of M. D. B. & M., contain-

ing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 52, the South half (S. $\frac{1}{2}$) of the Northeast quarter (NE. $\frac{1}{4}$) of Section Two (2), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 80 acres, more or less, Temblor District, location, recordation, etc., same as above.

Zee No. 53, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-nine (29) South of Range Twenty (20) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 54, the Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-nine (29) South of Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 55, the Northeast quarter of Section Twenty-two (22), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 56, the Southwest quarter (SW. $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 57, the Northwest quarter (NW. $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-nine (29) South of Range Twenty (20) East, M. D. B. & M.,

containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 58, the Northeast quarter of Section Fifteen (15), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 59, the Southwest quarter of Section Eleven (11), Township Twenty-nine (29) South of Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., *more or less, district, location, recordation, etc., same as above.*

Zee No. 60, the Southeast quarter of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres, more or less, district, location, etc., same as above.

Zee No. 61, the Northeast quarter (NE. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty [233] (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 62, the Northwest quarter (NW. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 63, the Southwest quarter (SW. $\frac{1}{4}$) of Section One (1), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing

160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 64, the Northwest quarter (NW. $\frac{1}{4}$) of Section One (1), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 65, the Northeast quarter of Section One (1), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 66, the Southwest quarter (SW. $\frac{1}{4}$) of Section Two (2), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 67, the South half of the South half of Section Three (3), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 68, the Southeast quarter (SE. $\frac{1}{4}$) of Section Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 69, the Southwest quarter (SW. $\frac{1}{4}$) of Section Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 70, the Northwest quarter (NW. $\frac{1}{4}$) of Section Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 71, the Northeast quarter (NE. $\frac{1}{4}$) of Section Four (4), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres [234] more or less, district, location, recordation, etc., same as above.

Zee No. 72, the Southwest quarter (SW. $\frac{1}{4}$) of Section Ten (10), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 73, the South half of the southeast quarter of Section Ten (10), Township Twenty-nine (29) South of Range Twenty (20) East, M. D. B. & M., containing 80 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 74, the South half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Ten (10), Township Twenty-nine (29) South, Range Twenty (20) East, M. D. B. & M., containing 120 acres more or less, district, location, recordation, etc., same as above.

Zee No. 75, the Northeast quarter of Section Six (6), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, Devil's Den Dis., location, recordation, etc., same as above.

Zee No. 76, the Northeast quarter of Section

Five (5), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 77, the Northwest quarter of Section Four (4), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 78, the Northeast quarter (NE. $\frac{1}{4}$) of Section Nineteen (19), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 79, the Southwest quarter (SW. $\frac{1}{4}$) of Section Nineteen (19), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 80, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty (20), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 81, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty (20), Township Twenty-six (26) South, [235] Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 82, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B.

& M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 83, the Northeast quarter of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 84, the Southwest quarter of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 85, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 86, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 87, the Northeast quarter (NE. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 88, the Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 89, the Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 90, the Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [236]

Zee No. 91, the Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, etc., same as above.

Zee No. 92, the Northeast quarter of Section Thirty-two (32), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 93, the Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 94, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 95, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-six (26)

South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 96, the Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 97, the Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 98, the Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 99, the Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-four (34), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 100, the Northeast quarter (NE. $\frac{1}{4}$) Section One (1), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [237]

Zee No. 101, the Southeast quarter (SE. $\frac{1}{4}$) Section One (1), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing

160 acres more or less, district, location, recordation, etc., same as above.

See No. 102, the Southwest quarter (SW. $\frac{1}{4}$) Section One (1), Township Twenty-seven (27) South, Range Eighteen — East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 103, Northwest quarter (NW. $\frac{1}{4}$) of Section One (1), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 104, the Northeast quarter of Section Two (2), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 105, the Southeast quarter (SE. $\frac{1}{4}$) Section Two (2), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 106, the Southwest quarter (SW. $\frac{1}{4}$) Section Two (2), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 107, the Northwest quarter (NW. $\frac{1}{4}$) Section Two (2), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 108, Northeast quarter (NE. $\frac{1}{4}$) Section

Three (3), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 109, the Southeast quarter (SE. $\frac{1}{4}$) Section Three (3), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 110, the Southwest quarter (SW. $\frac{1}{4}$) of Section Three (3), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 111, the Northwest quarter (NW. $\frac{1}{4}$) Section Three (3), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 112, Northeast quarter (NE. $\frac{1}{4}$) Section Four [238] (4), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 113, Southeast quarter (SE. $\frac{1}{4}$) Section Four (4), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 114, Southwest quarter (SW. $\frac{1}{4}$) Section Four (4), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160

acres more or less, district, location, recordation, etc., same as above.

Zee No. 115, Northwest quarter (NW. $\frac{1}{4}$) Section Four (4), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 116, Northeast quarter (NE. $\frac{1}{4}$) Section Five (5), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 117, Northwest quarter (NW. $\frac{1}{4}$) Section Five (5), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 118, Northwest quarter (NW. $\frac{1}{4}$) Section Eight (8), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 119, Northeast quarter (NE. $\frac{1}{4}$) Section Eight (8), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 120, Southwest quarter (SW. $\frac{1}{4}$) Section Eight (8), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 121, Southeast quarter (SE. $\frac{1}{4}$) Section Eight (8), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee — 122, Northeast quarter (NE. $\frac{1}{4}$) Section Nine (9), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [239]

Zee No. 123, Southeast quarter (SE. $\frac{1}{4}$) Section Nine (9), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 124, Northwest quarter (NW. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 125, Northeast quarter (NE. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 126, Southeast quarter (SE. $\frac{1}{4}$) Section Ten (10), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 127, Southwest quarter Section Ten (10), Township Twenty-seven (27) South, Range Eighteen

(18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 128, Northwest quarter (NW. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 129, Southwest quarter (SW. $\frac{1}{4}$) Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 130, Northeast quarter (NE. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 131, Southeast quarter (SE. $\frac{1}{4}$) of Section Eleven (11), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 132, Northwest quarter (NW. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 133, Northeast quarter (NE. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range [240] Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location,

recordation, etc., same as above.

Zee No. 134, Southeast quarter (SE. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 135, Southwest quarter (SW. $\frac{1}{4}$) Section Twelve (12), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 136, Northwest quarter (NW. $\frac{1}{4}$) Section Fourteen (14), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 137, Southeast quarter (SE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 138, Southwest quarter (SW. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 139, Northeast quarter (NE. $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 140, Northwest (NW. $\frac{1}{4}$) quarter Section

Fifteen (15), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 141, Southeast quarter (SE. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 142, Northeast quarter (NE. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [241]

Zee No. 143, Northwest quarter (NW. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 144, Southwest quarter (SW. $\frac{1}{4}$) Section Seventeen (17), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 145, Northeast quarter Section Twenty-nine (29), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location recordation, etc., same as above.

Zee No. 146, Northwest quarter Section Twenty-eight (28), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing

160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 147, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 148, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 149, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 150, Southeast quarter of Section Twenty-seven (27), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 151, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-two (22), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 152, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-two (22), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [242]

Zee No. 153, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., district, location, recordation, etc., same as above and containing 160 acres of land, more or less.

Zee No. 154, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 155, Northeast quarter (NE. quarter) Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 156, Southeast quarter Section Twenty-six (26), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 157, Northwest quarter (NW. $\frac{1}{4}$) of Section Twenty-three (23), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 158, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-three (23), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 159, Northeast quarter (NE. $\frac{1}{4}$) of Section Twenty-three (23), Township Twenty-seven

(27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 160, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-three (23), Township Twenty-seven (27) South, Range Eighteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 161, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 162, Southwest quarter (SW. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [243]

Zee No. 163, Northeast quarter (NE. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 164, the Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-four (24), Township Twenty-seven (27) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 165, Northwest quarter of Section Six (6), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more

or less, district, location, recordation, etc., same as above.

Zee No. 166, Northeast quarter of Section Six (6), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 167, Southwest quarter (SW. $\frac{1}{4}$) Section Six (6), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 168, Southeast quarter (SE. $\frac{1}{4}$) Section Six (6), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 169, Northwest quarter (NW. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres, more or less, district location, recordation, etc., same as above.

Zee No. 170, Northeast quarter (NE. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 171, Southwest quarter (SW. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 172, Southeast quarter (SE. $\frac{1}{4}$) Section Five (5), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres, more or less, district location, recordation, etc., same as above.

Zee No. 173, Northwest quarter (NW. $\frac{1}{4}$) Section Four, [244] Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 174, Southwest quarter (SW. $\frac{1}{4}$) Section Four (4), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 175, West half of the East half of Section Four (4), Township Twenty-eight South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 176, Northwest quarter (NW. $\frac{1}{4}$) Section Eight (8), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 177, Northeast quarter of Section Eight (8), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 178, Southwest quarter (SW. $\frac{1}{4}$) Section Eight (8), Township Twenty-eight (28) South,

Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 179, Southeast quarter (SE. $\frac{1}{4}$) Section Eight (8), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 180, West half of West half of Section Nine (9), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 181, South half of the Southeast quarter and the Northeast quarter of the Southeast quarter and the Southeast quarter of the Northeast quarter of Section Nine (9), Township Twenty-eight (28), Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 182, Southwest quarter (SW. $\frac{1}{4}$) Section Three (3), Township Twenty-eight South, Range Nineteen East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above. [245]

Zee No. 183, North half of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section Ten (10), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 120 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 184, Southwest quarter (SW. $\frac{1}{4}$) Section

Eleven (11), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 185, Southeast quarter (SE. $\frac{1}{4}$) Section Eleven (11), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 186, Northwest quarter (NW. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 187, Northeast quarter (NE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 188, Southwest quarter (SW. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 189, Southeast quarter (SE. $\frac{1}{4}$) Section Fifteen (15), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 190, West half of the Northwest quarter and the Northeast quarter of the Northwest quarter of Section Fourteen (14), Township Twenty-eight

(28) South, Range Nineteen (19) East, M. D. B. & M., containing 120 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 191, Northeast quarter (NE. $\frac{1}{4}$) of Northeast quarter (NE. $\frac{1}{4}$) of Section Fourteen (14), Township Twenty-eight (28) South, Range Nineteen East, M. D. B. & M., containing 40 acres more or less, district, location, recordation, etc., same as above.

Zee No. 192, the Northwest quarter of Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, [246] more or less, district, location, recordation, etc., same as above.

Zee No. 193, the Northeast quarter of Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 194, the Southwest quarter of Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 195, the Southeast quarter of Section Thirteen (13), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 196, South half (S. $\frac{1}{2}$) of North half (N. $\frac{1}{2}$) of Section Twenty-two (22), Township Twenty-eight (28) South Range Nineteen East, M. D. B. & M., containing 160 acres more or less, district,

location, recordation, etc., same as above.

Zee No. 197, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 198, Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 199, Northwest quarter of Section Twenty-three (23), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 200, Northeast quarter (NE. $\frac{1}{4}$) of Section Twenty-three (23), Township Twenty-eight South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 201, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-three (23), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, —

Zee No. 202, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-three (23), Township Twenty-eight South, [247] Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 203, Northwest quarter of Section Twenty-six (26), Township Twenty-eight (28)

South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 204, South half of the Northeast quarter and the Northwest quarter of the Northeast quarter, Section Twenty-six (26), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 205, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-six (26), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 206, Southeast quarter of Section Twenty-six (26), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 207, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-five, Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 208, Southwest quarter (SW. $\frac{1}{4}$) of Section Ten (10), Township Twenty-eight (28) South, Range Nineteen (19) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 209, North half of the Northwest quarter of Section Thirty-four (34), Township Twenty-six (26) South, Range Seventeen East, M. D. B. & M.,

containing 80 acres more or less, district, location, recordation, etc., same as above.

Zee No. 210, Northeast quarter of Section Thirty-four (34), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 211, Southeast quarter of Section Thirty-four (34), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 212, Northwest quarter of Section Thirty-five [248] (35), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 213, Southwest quarter of Section Thirty-five (35), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 214, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-five (35), Township Twenty-six (26) Range, Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 215, Southeast quarter of Section Thirty-five (35), Township Twenty-six (26) South, Range Eighteen (18) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 216, Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty (30), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, Temblor District, location, recordation, etc., same as above.

Zee No. 217, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty (30), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 218, Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-one (31) Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, recordation, etc., same as above.

Zee No. 219, Southwest quarter of Section Thirty-one (31), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 220, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 221, Northeast quarter (NE. $\frac{1}{4}$) of Section Thirty-two (32), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [249]

Zee No. 222, Northwest quarter (NW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28)

South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 223, Southwest quarter (SW. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 224, Northeast quarter of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less.

Zee No. 225, Southeast quarter (SE. $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres, more or less, district, location, recordation, etc., same as above.

Zee No. 226, Southwest quarter of Section Thirty-four (34), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 227, West half of Southeast quarter of Section Thirty-four (34), Township Twenty-eight (28) South, Range Twenty (20) East, M. D. B. & M., containing 80 acres more or less, district, location, recordation, etc., same as above.

Zee No. 235, North half of the Northeast quarter and the East half of the Northwest quarter of Section Twenty-one (21), Township Twenty-six (26) South, Range Seventeen East, M. D. B. & M., containing 160 acres more or less, Devils Den District, loca-

tion, recordation, etc., same as above.

Zee No. 238, North half of the Northeast quarter of Section Twenty-nine (29), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 80 acres more or less, district, location, recordation, etc., same as above.

Zee No. 239, Southeast quarter (SE. $\frac{1}{4}$) of Section Twenty-two (22), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 240, Northeast quarter (NE. $\frac{1}{4}$) of Section Twenty-eight (28), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above. [250]

Zee No. 241, Southeast quarter (SE. $\frac{1}{4}$) Section Twenty-eight (28), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 242, Northwest quarter (NW. $\frac{1}{4}$) Section Twenty-seven (27), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 243, Southwest quarter (SW. $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-six (26) South, Range Seventeen East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 244, Northeast quarter (NE. $\frac{1}{4}$) of Sec-

tion Thirty-three (33), Township Twenty-six (26) South, Range Seventeen (17) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 250, Southwest quarter (SW. $\frac{1}{4}$) of Section Four (4), Township Thirty-one (31) South, Range Twenty-two (22) East, Mount Diablo Base and M., containing 160 acres more or less, McKitt-
rick District, location, recordation, etc., same as above.

Zee No. 251, North half of the South half of Section Ten (10), Township Thirty (30) South, Range Twenty-one (21) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above.

Zee No. 252, Lots one (1), two (2), and three (3), and the Southwest quarter (SW. $\frac{1}{4}$) of the Southwest quarter (SW. $\frac{1}{4}$) of Section Ten (10), Township Thirty (30) South, Range Twenty-one (21) East, Mount Diablo Base and Meridian, district, location, etc., same as above.

Zee No. 253, West half (W. $\frac{1}{2}$) of the Southwest quarter (SW. $\frac{1}{4}$) Section Thirty-one (31), Township Twenty-nine (29) South, Range Twenty-one (21) E. M. D. B. & M., district, location, etc., same as above.

Zee No. 254, Lots Six (6), Seven (7), and Eight (8), in Section Four (4), Township Thirty (30) South, Range Twenty-one (21) East, M. D. B. M., district location, recordation, etc., same as above.

Zee No. 255, Lots Thirteen (13), Fourteen (14), and Fifteen (15), in Section Two (2), Township

Thirty (30) South, Range Twenty-one (21) East, M. D. B. & M., containing 160 acres more or less, district, location, recordation, etc., same as above; each and all of said location notices recorded January 2, 1908, in [251] Vol. 71 of Miscellaneous Records of Kern County, California; together with all the dips, spurs, and angles, and also all the metals, ores, gold and silver bearing quartz rock and earth therein as also all deposits of oil or petroleum or oil bearing rock; and all the rights, privileges, and franchises thereto incident, appendant, and appurtenant, or therewith usually had and enjoyed; also all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining and the rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity of the said parties of the first part of, in or to the said premises and every part and parcel thereto with the appurtenances.

To have and to hold all and singular the said premises together with the appurtenances and privileges thereunto incident unto the said parties of the second part.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals as trustees, the day and year herein first above written.

FRANK R. STRONG, (Seal)
Trustee.

M. Z. ELLIOTT, (Seal)
Trustee.

certificate first above written.

[Seal] H. B. PHELAN,
Notary Public in and for the County of Kern, State
of California.

Recorded at request of Roy Jones, May 27, 1909,
at 59 min. past 4 P. M., in Book 217, of Deeds, page
83, Kern County Records.

CHAS. A. LEE,
Recorder.

Mr. HALL.—The Government offers in evidence the papers which have been marked Plaintiff's Exhibit No. 6, which purports to be a certified copy of a lease, dated September 27, 1909, between the British-American Oil Company and George W. Dickinson, of Los Angeles, which is as follows, omitting certificate of Recorder and filing marks:

Plaintiff's Exhibit No. 6.

“THIS AGREEMENT made this 27 day of September, 1909, between British-American Oil Company, a California corporation, first party and George W. Dickinson of Los Angeles, second party, WITNESSETH:—

That WHEREAS, the first party claims to be the owner and holder of possessory title under and by virtue of certain mesne conveyances, from the mineral locations thereof, of all that certain tracts of land situate in Kern County, California, consisting of the Northwest quarter of Section 15, Township 31 South, Range 22 East, Mount Diablo Base and Meridian.

And WHEREAS, second party is desirous of securing lease of above-described lands from first party with option of purchasing the same if he so elects:

Now Therefore, in consideration of one dollar (\$1.00) to it in hand paid by second party, receipt wherof is hereby acknowledged, the first party hereby grants, leases, demises and lets to the second party and to his heirs and assigns all and singular the foregoing and above-described tract of land for a period of twenty years from the date hereof and such further extension as is herein provided for, together with all [253] and all kinds of crude petroleum, asphaltum, maltha, tar, gas, bitumen and all other kinds of hydro-carbon substances and all other minerals of every kind and character whatsoever.

Together also with the possession of said property and the right to enter thereon by any and all means and appliances *and* thereon to erect, operate and maintain any and all tanks, rigs, derricks, boilers, engines and jacks, pumping plants, pipe lines, telephone lines, machine-shops, warehouses, offices, boarding-houses, and any and all other buildings and structures of whatsoever kind or character deemed desirable by second party for use thereon.

Together also with the right to drill, bore and mine for, secure and save, take, sever and remove from, market and sell and otherwise dispose of all and singular said crude petroleum oil and other hydro-carbons, gypsum and all other minerals of whatsoever character contained in and under said property.

Said party agrees to forthwith take steps necessary for the performance of the annual assessment work required on said mining claim by the laws and customs and regulations of the district and of the United States for the preservation of said mining claim and to make all necessary affidavits and proofs *and* labor filing the same with the proper officials and upon discovery of minerals in sufficient quantity to enable the acquiring of United States Mineral Patent to said property, second party shall forthwith at his own cost and expense take all necessary steps to secure and obtain such United States Mineral Patent, the same to be for the benefit of and in the name of the first party whenever a patent shall have been secured to said property or whenever oil or other minerals shall have been found on said property in paying quantities, the said land from such time for the balance of the term thereof shall be held by the second party subject to all the terms of this lease. Second party, his heirs or assigns, shall have the right to purchase any portion of said property, not less than forty (40) acres at any time on or before five years from the date hereof, for and at the price of \$250.00 per acre, and upon such payment the first party shall execute and deliver to second party good and sufficient deed for the conveyance of all title which first party now has or which it or its successors in interest may at any time hereafter acquire to said property. The second party shall have the right to purchase any portion of said land at one time, and other portions

at other times, within the time above limited for the property thereof.

Second party shall commence the drilling of a well on said property for oil within one year from the date hereof, and thereafter shall prosecute said work with reasonable diligence to completion of such well on abandonment thereof; delays occasioned by accidents, elements or other causes, [254] over which second party has no control excepted, second party shall have the right from time to time to drill as many wells on said property as he shall deem best.

In case oil is found in any of said wells in paying quantities and second party has producing wells on said property at the termination of this lease, he shall have the right to and first party hereby grants him the right to have the period of this lease extended for a period of twenty years from the expiration of the term first above mentioned, with all of his rights hereunder, the same as herein stated.

The second party shall pay first party as rent or royalty on the tenth day of each and every month the equal one-tenth of the net amount of all oil produced or secured and saved from said property during the preceding calendar month, said oil to be delivered to and received by first party at the storage tank of second party on the lease. Second party will furnish first party free storage for one month royalty oil. First party shall receive its royalty oil promptly on or before the tenth of each month. All wells shall be drilled in a thoroughly workmanlike manner and water encountered in drilling shall be cased off by second party. First party shall pay

taxes on the land, second party shall pay taxes on the improvements.

A well pumping as much as ten barrels of oil during twenty-four hours continuous pumping shall be deemed a well in paying quantities. But second party shall have the right to pump any and all wells drilled on said property regardless of the amount of the production.

This agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto.

Second party shall have free use of all gas and oil required for fuel and shall have all water developed on the property.

Witness the hands and seals of the parties hereunto the day and year first above written.

BRITISH-AMERICAN OIL COMPANY,

By M. Z. ELLIOTT,

Its President,

(Seal)

By FRANK R. STRONG,

Its Secretary.

GEORGE W. DICKINSON.

State of California,
County of Los Angeles,—ss.

On this 4th day of August, in the year one thousand nine hundred and ten before me, Florence E. Lea, a Notary Public, in and for said County of Los Angeles, State of California, residing therein, duly commissioned and qualified personally appeared M. Z. Elliott, known to me as to be the President of the British-American Oil Company, the

[255] corporation that executed the within instrument known to me to be the person who executed the within instrument, on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal and affixed my official seal at said county the day and year in this Certificate first above written.

[Seal] FLORENCE E. LEA,
Notary Public, in and for the County of Los Angeles, State of California.

My commission expires Oct. 14, 1913.

Los Angeles, Cal.

For a valuable consideration to me in hand paid, receipt of which is hereby acknowledged, I hereby transfer, set over and assign all my right, title and interest in and to the within lease to the North Midway Oil Company.

GEORGE W. DICKINSON.

Recorded at request of M. Z. Elliott, Sep. 12, 1910, at 50 Min. past 8 A. M., in Book 23 of Leases, page 38 of Kern County Records.

CHAS. A. LEE,
Recorder.

Endorsed on the margin as follows:

“Full assignment of within lease to North Midway Oil Co.

See — page 41 of this Book.

CHAS. A. LEE,
County Recorder,
By R. C., Deputy,
Deputy.”

The COURT.—I didn't get the names of the officers of the oil company.

Mr. HALL.—M. Z. Elliott was president, and Frank R. Strong secretary of the British-American Oil Company.

The COURT.—And those are the same gentlemen who were trustees under the agreement of March 4th.

Mr. HALL.—The same gentlemen who were trustees under the agreement, and who were locators in the making of the location.

Mr. HALL.—The Government offers and reads in evidence the [256] exhibit which has been marked Plaintiff's Exhibit No. 7, a resolution of the Board of Directors of the North Midway Oil Company as follows:

Plaintiff's Exhibit No. 7.

**“RESOLUTION OF BOARD OF DIRECTORS
OF NORTH MIDWAY OIL COMPANY.**

On motion duly seconded and unanimously adopted the following resolution was adopted.

‘Whereas, the Secretary presented to the Board of Directors a copy of amended lease between North Midway Oil Company, as first party and Joseph McDonell of Santa Maria, California, as second party, covering the South half of the Northwest quarter of Section Fifteen, Township 31 South Range 22, East, M. D. B. & M., in Kern County, California, to be substituted for the existing lease to Mr. McDonell and

WHEREAS, this company is willing to have the

original lease cancelled and the modified lease in the form submitted by the Secretary, executed in lieu thereof.

Now Therefore, by the resolution that the President and Secretary of this company be, and they are hereby authorized and instructed for and on behalf of this company in its name under its seal, and as its act and deed, to execute said modified lease and deliver the same to Mr. McDonell upon his execution thereof and cancellation of the old lease heretofore executed between this Company and Mr. McDonell and covering the same property.'

I hereby certify that the foregoing is a full, true and correct copy of a resolution of the Board of Directors of the North Midway Oil Company, adopted at a special meeting of said Board, at which all of the members were present, held at three o'clock P. M. on Monday November 7th, 1910, and that said resolution was adopted by the unanimous vote of said Board.

That the foregoing has been recorded in the minutes of said meeting and is now in full force and effect; that the lease to which this certificate is attached is the lease in above resolution referred to.

[Seal]

L. W. ANDREWS,

President of North Midway Oil Company.

This agreement made this 20th day of November, 1909, between North Midway Oil Company, a corporation, first party and Joseph McDonnell of Santa Maria, California, second party.

WITNESSETH:—That Whereas, first party holds a lease from British American Oil Company, cover-

ing the NW. $\frac{1}{4}$ of Section 15, township 31 south, range 22 east, M. D. B. & M., and

Whereas, second party desires to secure sublease of [257] the S. $\frac{1}{2}$ of above described property from first party.

Now, Therefore, in consideration of the rents or royalties to be paid to first party by second party and agreements herein contained to be kept and performed by second party, the first party hereby subleases and sublets unto second party, all the S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of section 15, township 31 south, range 22 east, M. D. B. & M., in Kern County, California, for the period of 20 years from the 27th day of September, 1909, together with the right to operate, mine, dig, excavate, tunnel, drill for and otherwise develop, collect and obtain all kinds of crude petroleum oil, asphaltum, tar, gas, and other hydro-carbon substances in, upon and under said tract of land, together also with the right to take, sever, remove, market and dispose of all and singular said oil and other substances (subject to the payment of the royalty hereinafter provided) out of, from and away from said tract of land, together also with the right of enter upon said property with any and all proper means and appliances and thereon to erect, operate and maintain any and all tanks, rigs, derricks, boilers, engines, jacks, pipe-lines and other buildings and structures necessary or desirable for use by said second party in connection with its operations for the discovery and securing of oil from said premises.

Second party agrees and it is a condition hereof, that he shall take possession of said premises, on the date hereof, and that from and after the day hereof he shall and will at his own expense take all requisite steps and proceedings to secure and maintain the possession of said property at all times. It is further a condition hereof and second party agrees that he shall and will within five days from date hereof, commence work on said premises preparatory to drilling and operating for oil thereon and to that end that he will forthwith within five days from the date hereof, build a house on said premises and forthwith thereafter, and as *as* soon as possible, secure all necessary timbers, materials, tools, implements, rigs and equipment for erection of derrick on said premises and for drilling for oil thereon and as soon as the lumber therefor can be laid on the ground he will commence the building of derrick and thereafter with diligence will prosecute the construction of the derrick and drilling rig and thereafter will prosecute the work of drilling a well for oil on said premises with diligence to completion thereof.

Second party further agrees that in any event he shall and will prior to the 25th day of December, 1909, perform labor on said property, in the development thereof to the value of at least \$200.00 and that he shall and will at his own cost and expense make all necessary affidavits and proofs of labor covering all of said Northwest quarter of Section 15 (in the name of British American Oil Company), filing the same with the proper officials during the year 1909, and that he shall and will perform [258] a simi-

lar amount of labor and file similar affidavits each succeeding year thereafter until patents have been obtained, on said property.

Second party further agrees upon the development of minerals in sufficient quantity to enable the acquirements of a United States mineral patent, he shall and will at his own cost and expense, take all necessary steps to secure United States mineral patent on said entire Northwest one-quarter of said Section 15, the same to be for the benefit of both parties hereto and the British-American Oil Company and shall be in the name of said British-American Oil Company. First party to repay to second party amount per acre required to be paid to secure patent on N. $\frac{1}{2}$ of said NW. $\frac{1}{4}$ of said Sec. 15, whenever a patent shall have been secured for said property or whenever oil or said minerals shall have been found upon said property in paying quantities said S. $\frac{1}{2}$ of said NW. $\frac{1}{4}$ of section 15, hereinabove described from such time for the balance of said term, shall be subject to all terms of this lease.

Second party agrees that he shall and will prosecute the work of drilling said well with diligence until the same shall have been drilled to a depth of at least 2000 feet unless oil be found in said well in paying quantities at a lesser depth.

Second party further agrees and it is a condition hereof that from the time he commences drilling operations on said property (which shall not be later than December 25, 1909) he shall and will thereafter actively and diligently prosecute the work of developing said property, and to that end he shall and

will drill to completion at least one well on said property during each and every year of the term hereof. It being understood, however, that in case he is unable to drill one well in any year by the diligent operations of one string of drilling tools during said entire year, that, notwithstanding, his obligation in that behalf shall be satisfied, in case during each of said years he shall continuously and diligently operate for oil with one string of drilling tools during said year or years whenever second party shall have found oil in any well in paying quantities, the same shall be deemed to be and shall be counted as a completed well for all the purposes of this agreement and whenever second party shall have sunk a well to the depth of 2000 feet although oil be not discovered in paying quantities the same shall be deemed to be counted as a completed well for the purpose of this agreement. A well producing 10 barrels of oil per day for each of 30 consecutive days shall be deemed to be a well which produces oil in paying quantities. It is understood, however, that said second party shall have the right to drill a well to such depth greater than 2000 feet, as he desires.

It is further agreed that from and after the completion of each well in which oil shall have been found in quantities sufficient to pay to pump, second party shall pump or [259] otherwise secure and save oil therefrom with diligence at all times as long as such well produces oil in paying quantities sufficient to pay to pump or otherwise secure and save. Second party shall have the right to pump any and all producing wells as long as the same produce oil

in paying quantities and such right shall not be terminated by the expiration of said term of twenty years.

Second party shall pay to first party and first party shall receive as rent or royalty *for* second party the equal $\frac{1}{8}$ of all oil produced or secured and saved from said property at any and all times during the term of this lease, and on the first day of each and every month second party shall pay and deliver to first party as said rent or royalty the equal one-eighth of the total amount of oil produced or otherwise secured and saved, from said property during the preceding calendar month after deduction has been made of oil used for fuel on said property. Said oil to be delivered to and be received by first party at the storage tank of second party on the lease, or to be delivered into tanks of first party on the lease or into the pipe-line as elected by first party and in case of delivery into the pipe-line or into tanks of first party, second party shall at its own cost and expense, pump said oil into said tanks of first party or into the receiving station of the Pipe Line Company, either from pipe-line of second party (for use of which second party will make no charge) or if second party has no pipe-line connections with the pipe-line or receiving station of the Pipe Line Company, then from pipe-line which may be constructed by first party or for the use of which the first party may have arranged, first party reserving the right to erect storage tanks at any convenient location on said leased premises which will not interfere with operations or structures of second party already

erected, or commenced. Second party shall furnish to first party free of charge storage for one month's royalty due first party after the day the same is payable hereunder.

First party shall have the right to sell its royalty oil in connection with the sale by second party of any of its oil, and to that end second party shall advise first party of any and all contract which he has the opportunity to make for the sale of his oil and thereupon first party shall have the right to have its oil included in such contract, and if so included second party shall on or before the 20th day of each month, make settlement for and pay first party in cash for all of its royalty oil produced during the preceding calendar month for which payment has been made.

All wells shall be drilled in a thoroughly workman-like manner and all water encountered in drilling shall be cased off by second party. Second party shall pay all taxes which may be levied on any and all property of any character placed upon said premises by it, together with seven-eighths of all taxes that may be at any time levied on the property. [260]

It is further agreed that if second party fails to drill at least one well for each year or to operate on said property constantly and diligently with one string of tools as herein provided or shall fail to pump producing wells at all times with diligence as long as the same produce oil in quantities sufficient to secure and save or in case second party shall fail to keep and perform any of his covenants herein contained, then or in either of said events, second party shall forfeit all his rights hereunder and at the option

of first party this lease shall absolutely cease and terminate, providing, however, that second party shall not be in default for failure to promptly perform the work herein provided, during such times as he may be delayed and prevented therefrom by acts of the elements, accidents and other causes entirely beyond control, provided further that in case he shall have drilled and completed one or more wells but thereafter fails to drill additional wells as herein provided, but otherwise keeps and performs the covenants and agreements herein contained on his part, that said forfeiture shall apply only to the right to drill additional wells and that during the remainder of said term, and as long as he shall comply with all other conditions of this lease he shall have the right to continue pumping wells already drilled, and that the party of the first part agrees not to drill on said demises premises nearer than 300 feet to any well drilled and operated by second party.

In case at any time the price at which oil can be sold at the wells drops to less than twenty-five cents per barrel, the obligation in this lease contained on the part of second party to pump wells already drilled shall be suspended during such time, but not longer, as the price which can be secured for oil, at the wells on said territory, remains less than twenty-five cents per barrel. This provision shall not, however in any way affect the obligation of said second party to drill and operate as in this lease provided.

First party shall have access to the premises and all wells and operation thereon and to the gauge and storage tanks of second party at all times for the

purpose of measuring and gauging the oil and securing the general information concerning the same. Second party shall keep full, correct and accurate account of all transactions respecting the productions and storage of oil and receiving, transporting and sale of oil in all cases where the royalty oil is sold with oil of second party, all of which accounts shall at all times during office hours be open to inspection by first party or its representative.

At the termination of the right of the second party hereunder either in whole or in part, second party shall have the right to remove from said premises, any and all property placed thereon by him excepting that sufficient casing to properly and efficiently shut off all water from entering all sand, shall be left in all wells and the [261] balance of casing in all wells shall be sold to party of the first part at its option for 75% of its market value.

It is further agreed that if the party of the second part shall fully and faithfully perform on his part all the terms, conditions and provisions of this lease, in the manner and at the times herein provided, he shall have the right at any time on or before December 1st, 1910, to purchase from first party all its right, title and interest in the property hereby leased to second party upon payment to first party of the sum of \$500.00 per acre in gold coin of the United States payable as follows:—\$5,000.00 thereof at the time of the exercise of the said option at any time on or before December 1st, 1910, and \$15,000.00 thereof on or before March 1st, 1911, and the remaining \$20,000.00 on or before June 1st, 1911, it being

expressly understood that this option applies to said S. $\frac{1}{2}$ of said NW. $\frac{1}{4}$ of said Section 15, as a whole and not as a part thereof, also that royalty shall be paid at all times until final payment is made.

It is further agreed that nothing herein contained shall be construed as abandonment of any portion of said Northwest quarter of said Section Fifteen, nor as a segregation of said claim, and such proceedings shall be taken that application for patent shall be made covering said Northwest quarter as *a* entirety and proper steps shall subsequently be taken for conveyance to respective parties of the portions of said Northwest quarter of said Section Fifteen, to which they shall be respectively entitled on issuance of patent that the time within which this option to purchase can be exercised is of the essence of this contract.

That the time for the commencement of work hereunder the performance of assessment work and filing affidavits as herein provided, the constant and diligence operations on said property with the respective equipment as herein provided, and the covenants herein contained for payment of royalty, and the covenant to pump and otherwise operate wells and work with diligence as herein provided, are and each thereof is of the essence of this contract.

It is further agreed that this lease shall not be assigned by second party without the written consent of first party having been first secured.

It is agreed that second party may sublet forty acres of said demised premises to a corporation to be known as the Dominion Oil Company, and also

that second party may transfer an undivided one-sixth interest in and to and under this lease, so far as it effects the remaining forty acres of said demised premises to each W. O. Maxwell, T. R. Finley, A. R. Jones, A. E. Bell and F. E. Bedichek, and said parties may assign their interest hereunder to Maxwell Oil Company. [262]

IN WITNESS WHEREOF, on the day and year first above written, first party has caused its corporate name to be hereunder subscribed and this corporate seal affixed and second party has hereunto set his hand and seal.

[Seal] NORTH MIDWAY OIL COMPANY,
By LEWIS W. ANDREWS,
President.

By ROY JONES,
Secretary.

JOS. McDONNELL. (Seal)

State of California,
County of Santa Barbara,—ss.

On this 20th day of November, in the year one thousand nine hundred and ten, before me T. R. Finley, a Notary Public in and for the county of Santa Barbara, personally appeared Joseph McDonnell, known to me to be the person whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county of Santa Barbara, the day and year in

this certificate first above written.

[Seal] T. R. FINLEY,
Notary Public in and for the County of Santa Bar-
bara, State of California.

State of California,
County of Los Angeles,—ss.

On this 4th day of February, in the year nineteen hundred and eleven before me M. Relyea, a Notary Public in and for the said County of Los Angeles, State of California, residing therein duly commissioned and sworn personally appeared _____, known to me to be the President and Roy Jones, known to me to be the Secretary of North Midway Oil Company the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

[Seal] M. RELYEA,
Notary Public in and for said Los Angeles County,
State of California.

My commission expires January 28, 1911.

State of California,
County of Los Angeles,—ss.

On this 25th day of March, in the year nineteen hundred and eleven before me, Olive C. Gebauer, a Notary [263] Public in and for said County of Los Angeles, State of California, residing therein duly commissioned and sworn, personally appeared Lewis W. Andrews, known to me to be the person

whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this Certificate first above written.

[Seal] OLIVE C. GEBAUER,
Notary Public in and for said County of Los Angeles, State of California.

Recorded at request of A. F. L. Bell, Apr. 1, 1911, at 40 min. past 11 A. M. in Book 23 of Leases, page 458, Kern County Records.

CHAS. A. LEE,
Recorder.

Endorsed on the margin as follows, to wit:

‘Partial assignment of within lease as to N² of S² of NW⁴, Sec. 15, T. 31 S. R. 22 E. to T. R. Finley et als., See Book 7, page 363 of Assignments.’

CHAS. A. LEE,
County Recorder.”

Mr. HALL.—Your Honor will observe it was under this lease that the assignment was eventually made to the Dominion Oil Company, which now occupies the south 40 acres of the tract.

Mr. WEIL.—May it be noted, or will you stipulate that the Bankline became the successor of Maxwell on the north 40?

Mr. HALL.—Yes, I think that is correct. These parties here, who were given the right to have a lease on the north 40, assigned to the Maxwell Company, and I think it went from there to the Bankline.

Mr. WEIL.—Yes. And as to the north half of the quarter, as well, that lease came originally from the North Midway Oil Company through several other mesne conveyances, and finally vested in Barneson and Walker.

Mr. HALL.—That I don't know, about the record, but I take your statement for that.

Mr. WEIL.—There is a bad record there. It went to Elliott, [264] and he died, and it was afterwards in a probate sale, and it was afterwards vested in Barneson and Walker, and if we stipulate to that—

Mr. HALL.—You understand that chain of title better than we do and whatever Mr. Weil says about it I am willing to stipulate.

Mr. WEIL.—Yes, sir. [265]

Testimony of Roy R. Jones, for Plaintiff.

ROY R. JONES, a witness called on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

I am secretary of the British-American Oil Company. I have in my possession in the city of Los Angeles the records of the British-American Oil Company. In response to your question to produce at 2 o'clock this afternoon the minute-books showing the minutes of all meetings of the stockholders and the board of directors of the British-American Oil Company, and also the stock books showing who then and who are now stockholders of that corporation from the time of its incorporation in 1907 until the

(Testimony of Roy R. Jones.)

present time, I will say that I am not sure that I have the books from the time of the incorporation, but I have them from the time the new stock books were issued. I am not sure I have the old stock books. There was a reduction in the amount of the capital stock. I will bring you all the books I have. I think we have some of the original location notices that are involved in the location of these various "Zee" placer mining claims, but I turned over those things to the attorneys and I am not sure what we have. I will produce what I have this afternoon. I will produce all others that I have where these twenty-one parties were locators. We have got some of them. I don't think we have all of them. I will produce what I have.

Mr. HALL.—Mr. Weil, may I ask you whether or not your clients or any of the defendants in this case have the four reports of the original Dominion well No. 1?

Mr. WEIL.—All of the records of the Dominion Oil Company [266] were destroyed by the fire which took place in 1912 in McKittrick. We have nothing before 1912.

Mr. HALL.—Have you any drilling reports whatever of well No. 1?

Mr. WEIL.—No; nothing.

Testimony of William G. Van Slyke, for Plaintiff.

WILLIAM G. VAN SLYKE, a witness called on behalf of the plaintiff, being first duly sworn, testified as follows:

Direct Examintion.

(By Mr. HALL.)

My name is William G. Van Slyke. I reside in Los Angeles, California. I am an oil worker, oil man. I have been engaged in the oil business since 1894. I am acquainted with a section of land in the North Midway Field known as Section 15, Township 31, Range 22. I first had something to do with that section during the fore part of June, 1909. I was employed by Mr. J. C. Yancy. Mr. Yancy represented his associates, who were Barnsdale, Sweeney, Drake, and myself. They were interested at that time in the south half of the section. I did not go to live upon the section just at that time. I don't remember the exact date I commenced to reside on the particular section in question, but it was about July, 1909. I continued to be employed on this particular section at different times for nearly a year. I did not reside there most all of this year; we had a camp, but I didn't live there. I was on the section at least three times a week. I had charge of the drilling for Mr. Yancy and his associates on different tracts of land. We had fourteen or fifteen drill rigs out. I was superintendent of all of that work. I was [267] on Section 15 in the fall of 1909. I know a man named Cunningham. I never saw him upon the northwest quarter of Section 15.

(Testimony of William G. Van Slyke.)

I saw him on Section 15 in the fall of 1909 at different times. I don't remember the exact date. I do not remember of any particular date when I saw him. I did not see him there about Thanksgiving, 1909. I have just said that I did not see him there in 1909. I meant by that that I did not see him on the northwest quarter. I saw him at different times about Thanksgiving, 1909, on the south half of the section. I did not have any conversation with Mr. Cunningham during all of the time he was on the section there. I was familiar with the tract of land described as the northwest quarter of Section 15 during the summer and fall of 1909. I do not know that the people I was working for had any interest in that particular quarter. I had no supervision myself over the northwest quarter of Section 15. During the summer and fall of 1909 we used to pass over that land in going to the south half of the section that we were interested in. These trips across the northwest quarter commenced along in June and continued throughout the whole of the year 1909. In June, 1909, the only improvements, outside of the road work, that I saw on the northwest quarter was an old derrick that used to be there. I do not know when that old derrick was erected. It was some time probably a year before, about 1908, I should think. I do not know what part of the northwest quarter that derrick was on, but it must have been on the east half of the quarter. When I saw the derrick in June, 1909, it was just a skeleton of an unfinished derrick. That derrick was never finished during the

(Testimony of William G. Van Slyke.)

time I was there. It was gradually taken away by different people. It was finally all taken away I guess along in August, 1909. We burned some of the material that was in that derrick for firewood. That derrick was never used to my knowledge for drilling an oil well. [268]

There was an old road that led up to Crocker Springs that ran along one corner of this quarter, and it ran down into a gulch, and they had scraped in there and made a fill at the bottom of the gulch. That work must have been done along in July, 1909. I used the road shortly after it had been done. That work was supposed to have been done by the Dominion Company, or the Butlers or the British-American Company. The road ran into the county road that went to McKittrick, and in going north it went to what we called Crocker Springs, a kind of a sheep camp. That road was always used. During the summer of 1909 the sheep and stock men and oil men that had locations used that road. It was a generally traveled public highway. Part of that road that crossed the northwest quarter of 15 was the old county road and it had become washed out there through the gullies so that people had to go around; and whoever done this work there, that is the Dominion Company, fixed it up so the road was open, so you could go over it again. Anybody that wanted to go over it could use the road across this northwest quarter of Section 15. This repair work consisted of scraper work with a scraper team, and making a fill in the bottom of a deep gulch. I don't know how

(Testimony of William G. Van Slyke.)

long it would have taken to do that work. I did not see the men at work there. I saw the work after it was done. This work was completed some time in July, about the middle of July. From that time until the end of the year I saw them building a cook-house, cabins, do grading for derricks, and hauling lumber on this quarter-section. They hauled rig lumber on the ground, and I saw them clearing around the cabins, cleaning off brush, sagebrush, and so forth, and cleaning up around there. I think the first work they did after they completed the road work in July was to do some scraping and make a kind of reservoir in the same canyon. That was done probably a month—probably in the [269] latter part of August. I am not sure of that date, though. I suppose they intended to use that reservoir as a sump-hole to catch their oil. When they drilled the well the drillings run into it, and they afterwards used it for oil.

The next work that I saw down on the property after the building of this sump-hole was the building of cabins. I think they were erected the latter part of September. I cannot give you the date on which the work on those cabins was commenced; it was before Thanksgiving Day, though. It was probably a month or so before Thanksgiving Day. I suppose it was the Dominion Oil Company that erected those cabins. I saw the men who were working on them. I don't remember the names of the men now. I knew Mr. Henry. He was there. I think he was the only one that I would know that was there. Be-

(Testimony of William G. Van Slyke.)

tween the time the sump-hole was finished and the time they were erecting the cabins there were men around there on the northwest quarter of 15. I don't know what they were doing; they were on the ground holding the ground. They were on the ground holding possession. I do not know who those men were. I did not see these men that were there erecting any structures there during that period. I think they lived on other ground and came there at different times. I did not see them dig any sump-holes or anything of that sort. They were there just kind of watching it. I do not know who those men were there. I saw them meet a person who was attempting to take possession of the land. I saw them keep others from going on the land. That was Thanksgiving night in 1909. I don't know who the people were that they kept from getting on the land. I did not know any of the men, we didn't see any of them, it was dark. I was there at that time. Mr. Yancy telephoned me to go there. I went over there and met Mr. Butler and several men that he had there. On that Thanksgiving night there [270] was a machine, automobile, loaded with some lumber on the sides of it, and the men on it tried to get on the ground, and Yancy's men that were under me were all armed with guns, and we had taken them over to help Mr. Butler keep these men off, and when the machine came up I think there were a few shots fired, and they turned around and went away, and I stayed there a few hours and went home to McKittrick. These shots were fired by

(Testimony of William G. Van Slyke.)

some of the men who were guarding the property. At that time there was a cabin erected on the land in controversy. I couldn't tell the exact date when that cabin had been erected, but a month or six weeks before. At that time there was a drilling rig on this property. The derrick had not been erected at that time. The mud-sills, and I think the main sill had been laid, and the rest of the lumber was laying on the ground. I don't remember when the derrick was completed on this property. I do not know when they spudded in the well. I do not know when they completed the well. I do not know when they discovered oil in it. The place where the mud-sills that I have described were first located became the site of Dominion well No. 1. I think that was the first well that was started on this northwest quarter of Section 15. Prior to Thanksgiving Day, 1909, I think there was a pipe-line, a 2-inch water-line, run across the property, and a small tank, galvanized iron tank. I do not know the exact time when they were put there, but it must have been in August. That water-line ran across the property, and I don't know where it did go to, but I suppose it ended there on the property, as far as I know. I think it came from the Santa Fe, Chanslor-Canfield Midway Oil Company's water-line.

Cross-examination.

(By Mr. WEIL.)

Q. Mr. Van Slyke, your memory is not very clear as to the [271] exact dates of things happening so many years ago, is it?

(Testimony of William G. Van Slyke.)

A. Well, some things, if there is something to remember by.

Q. Now, you remember the occasion very distinctly of the difficulty on the land on Thanksgiving night? A. Yes, sir.

Mr. WEIL.—For the information of everybody, may it be said that Thanksgiving that year was November 25th.

Mr. HALL.—I think that is the correct date.

I think this lumber was placed on the northwest quarter probably six weeks before November 25th. I wouldn't be certain about that. It might have been as early as two months prior to that time; I don't know.

Q. For your information and to refresh your recollection, I will say the records of the King Lumber Company show that 15,000 feet of lumber were placed upon this land on September 17th, and about 2,000 feet on September 24th. Now, assuming that that date is correct, from that time forward were there men on that land?

A. From that time forward?

Q. Yes. A. Yes.

There were men on there from the time that they built the cabin, and before that there were men there. I will say that there were some men on the land at all times from the time the lumber was put on the land. I don't know, but I think that these men that were on the land were the men that did the work on this road besides being watchman. When I first went down on the southwest quarter of Section 15

(Testimony of William G. Van Slyke.)

where I was drilling for Mr. Yancy, there was some considerable period of time when I did not go across the northwest quarter. I made a detour there over a rather bad road. We did not go across the northwest quarter during that [272] period of time because we could not pass this gulch until after it had been filled. This gulch was afterwards filled up and the road put in fairly good shape by the men who developed the northwest quarter. It was in July we started to get ready to drill on the southwest quarter. We were short of water there and we could not drill. We finally spudded in the first time some time in July and then the well was shut down, and afterwards when we secured water we went ahead again.

Q. Now, during that period when you first spudded in and when you were shut down, were you then using that road across the northwest quarter, or was it later you started to use the road across the northwest quarter?

A. We had a well on Section 19 in the same township and range, and we used that road to go up there when we wanted to go out through the Midway.

It was in July that we started to use the road across the northwest quarter of 15 instead of making the detour. I am sure I started in to use it as early as that.

I remember when the lumber was first put on the northwest quarter, but I don't remember the exact date now. I remember seeing the lumber there. We were watching these things to see they didn't get on to any of our land. We did not use this road

(Testimony of William G. Van Slyke.)

before they put the lumber on the land, we could not pass that gulch; we had used it up to as near as we could to it, and then we had to turn around and go back. We did not use the road across the northwest quarter habitually until after the lumber for the house was put on the land. The first lumber that came on was house or cabin lumber. About that time it was very hard to get rig lumber in the Midway field. The King Lumber Company was the usual source of supply for rig lumber in the Midway field. This development work on the [273] northwest quarter of 15 was the most northwesterly development in the whole field at that time. It was at the extreme end of the Midway field, going towards McKittrick. There was no development beyond that at that time, nor has there been any development there since. This is the frontier of the field. We had all of that drilling material and a good deal of the house lumber bought from the King Lumber Company. That was bought during July, August, September and October of 1909. During that period we had practically contracted for everything the King Lumber Company could furnish, except some house lumber, finishing lumber. No one could get a rig very well without our permission. It was not practical to get any lumber from any other source on short notice. It took about 60 days to 65 or 70 days to get a drilling rig in.

Q. Now, what was the water situation way out here on this frontier of the field at that time?

MR. HALL.—May I just have an objection now that any delay caused by lack of drilling material or

(Testimony of William G. Van Slyke.)

rig material or lumber, or any lack of water, is not competent, and would not under any circumstances excuse the diligent prosecution of work leading to the discovery of oil on these lands prior to September 27, 1909, or in fact subsequent to that date?

The COURT.—Very well.

Mr. HALL.—And may I have that objection throughout the entire record?

The COURT.—Yes, to all that character of evidence.

Mr. HALL.—So I won't have to disturb counsel and the Court so much.

The COURT.—Yes. Let that be understood.

Mr. HALL.—And that goes to all witnesses' testimony, so I need not renew it. [274]

The COURT.—Yes, all witnesses that testify on that subject.

(Question read.)

Mr. WEIL.—I am referring to the fall of 1909.

A. The only domestic water that we had came from—it was either hauled from McKittrick or gotten from the Santa Fe Company's pipe-line, the Chanslor-Midway.

I tried to get water from the Santa Fe for our development on the southwest quarter of 15 and could not get it. They would not let anybody have it. We leased a well known as Crocker Springs from Miller & Lux and laid a pipe-line from there to 15. The Stratton Water Company was on the northeast quarter of Section 7, township 32 north, range 23 east, about six miles from Section 15. Crocker Springs

(Testimony of William G. Van Slyke.)

was on Section 14, township 31-21, about three miles west and two miles north of Section 15. We had a 2-inch water-line over there. The people who afterwards operated on the northwest quarter of Section 15 attempted to get water from us. They didn't get it. We didn't have it to spare. This 2-inch pipeline that I spoke about having been laid across this section was not laid by our company. Our line came over from the west. Ours came in directly to the southwest corner of Section 15.

We ran 13 or 14 rigs altogether during this period of development. We actually drilled about 9 or 10 holes. We started about 15 holes, but some of them were not drilled very deep. Out of the total number of wells that we drilled in this particular country we got oil in one.

The road was repaired and we began to use it instead of making this detour before the lumber was put on the northwest quarter of Section 15. The lumber was put on shortly after the road was fixed. The road was built first and then the lumber was put on, but they were close together. I don't know the exact time [275] with reference to Thanksgiving that they actually spudded in the well on the northwest quarter. I think it was after Thanksgiving. I do not know when they got oil there. It was about a month after they began building the rig that they had the oil. It would be around Christmas time. It was hard to get rig builders during the months of September and October, and harder to keep them after you got them, because there were only a few in

(Testimony of William G. Van Slyke.)

the field and nearly everybody wanted them to work for them and put up rigs.

Redirect Examination.

(By Mr. HALL.)

Q. These men that were on the property prior to the time the cabin was built, were these men that were just there during the daytime to keep off intruders, were they not?

A. They were there daytime and night-time too, and carried a big gun.

Q. And they were not the men that came there afterwards and became the crew that improved the property, were they?

A. Well, some of them worked with the crew that came afterwards.

Q. But those men that were there before the cabins were built, they lived some place else, did they not?

A. Yes.

Q. How long did you say it took at that time, or during the summer of 1909, to get the timbers for a rig?

A. We had some orders out that were 70 to—some of them as long as 90 days before they came in.

We had that trouble right on the start. The King Lumber Company at McKittrick only carried about one rig in stock. The start of that trouble was in July, 1909. There wasn't anything doing much in the field prior to July, 1909; there wasn't any trouble to get rig timbers, because there was nobody trying to get very many. No one was trying to get rig timbers prior to [276] July, 1909, and for that rea-

(Testimony of William G. Van Slyke.)

son the lumber companies never carried much of a stock. I was in the field in 1908. I did not have any difficulty during the year 1908 in getting rig timbers. I was with the Associated Oil Company, and they were only using one rig. I don't think they had any trouble in getting rig timbers, because they weren't doing anything in new drilling. I did not know anybody in 1908 that had any difficulty whatever in getting rig timbers. They all had to wait, though, when they put in the order, unless they would take these rigs that were in stock, and lots of companies didn't use the same kind of rig timbers and derricks that they would carry in stock. In 1908 it would take from 30 to 90 days to get the rig timbers and the rig-irons and rig up a derrick for drilling in that particular locality. The only water that I know of in this field in 1908 was piped into the Chanslor-Canfield Midway Oil Company.

Q. Did you make any application to the Chanslor-Canfield Midway Oil Company for water in the year 1908?

Mr. PRINGLE.—One minute. I take it, if your Honor please, I may have an objection to run to all this.

The COURT.—Yes, certainly. The evidence shows that this filing was made in 1908.

Mr. HALL.—Yes, and this is a question of diligence.

Mr. PRINGLE.—I think the question of diligence dates from a later date. That is the reason for the objection.

(Testimony of William G. Van Slyke.)

The COURT.—Yes, I think it does, too, as a matter of fact. Proceed.

A. Shall I answer the question?

Mr. HALL.—Yes.

A. The question was whether there was any water in 1908?

Mr. PRINGLE.—One minute, Mr. Van Slyke. The Reporter will [277] read the question.

(Question read.)

A. No, sir.

Of my own knowledge I do not know of anyone else who made application to the Chanslor-Canfield Midway Oil Company for water in the year 1908. I think the Stratton Water Company was in existence in 1908. I did not make any application to them for water for drilling purposes; they had nothing but a sulphur well, sulphur water. I could have used that water for drilling purposes. It was not good for a boiler or drinking. We got the water for drilling on the southwest quarter from Crocker Springs, Section 14. That was a line independent of the Santa Fe or Chanslor-Canfield Midway Oil Company's line. We laid that line and put the wells down. It must have been about the 10th of June, 1909, we started in to dig the wells, and then as soon as we found we had developed enough water for drilling a well, we started to lay the line. It took about 12 days to dig the wells. The first water well was completed in about a week after we began work, and then we put a pump in that, and we kept a crew of men digging new wells all the time. It took

(Testimony of William G. Van Slyke.)

about 10 days to lay the water line from the Crocker Springs well over to the southwest quarter of Section 15. I think it was about a month after we started the wells at Crocker Springs before we were delivering water to the southwest quarter of Section 15. That was a water system that was owned by our own people. Miller & Lux had a well at Crocker Springs that they reserved for watering sheep and cattle. There were no other wells there on that quarter outside of ours and the Miller & Lux well. There were other wells in that vicinity. Miller & Lux had another well on Section 13, and Arrabonni had one on another quarter of 14. The Cree Oil Company had one on 14. There was a Frenchman named Arreggi also had a well. [278] Those were all the wells that were in that vicinity. We crossed the Chanslor-Canfield line coming down to Section 15. They ran across Section 17. They were pumping water at that time into the country. They had large tanks on Section 17, and a pipe-line from there into the Midway. They were getting water from what they called the Santa Maria Valley, the Santa Maria Springs, back of McKittrick. During 1909 they had a 4-inch line down through that country and afterwards they laid a 6-inch line to the tanks, and a 4-inch line out to the oil field. This 4-in pipe-line down through the valley was laid by Canfield and Chanslor when they first started to develop the Midway, several years prior to January 1, 1909. I do not know how many wells were being drilled with water in this North Midway field from January 1,

(Testimony of William G. Van Slyke.)

1909, on up until Thanksgiving, 1909. I think the Santa Fe Company put this 6-inch pipe-line down through this country in the fall of 1909. They just laid that from their wells to the tanks. It might be a fact that they had already completed their 6-inch line down from McKittrick for water purposes in the spring of 1909; I am not sure about that. I know of people getting water from tank-cars in our vicinity. The Railroad Company shipped water in there, and people around there got it. That was used for drilling as well as domestic purposes. I don't know of anybody that used water shipped in in tank-cars exclusively for drilling in 1909. We used some of it in 1915. When we first started to drill on Section 15 we used water that was shipped in. We hauled it about 10 miles out there in tank wagons. We used it for domestic purposes and for drilling. After we developed enough wells our supply of water up at Crocker Springs was ample for drilling one well on the southwest quarter. We developed enough wells about the time we got through drilling the first well on the southwest quarter. That was the latter part of August, 1909. [279]: At that time we had enough water developed for about two *strings*. We still had only a 2-inch pipe-line down there. We were furnishing water for a well on Section 19 at the same time we were drilling this well on 15. That was our own well on 19. It depends on the pressure you get back of the water as to how much a 2-inch pipe-line will deliver down there. We pumped into our line. At that

(Testimony of William G. Van Slyke.)

time we could get through the 2-inch pipe-line about 1500 barrels a day, if we could produce the water. We had a shortage of water at Crocker Springs. When we completed the first well in August, we had not developed enough water for more than two wells. About the best we could do was two strings of tools, and either the well on 15 or 19, one of them, was shut down about half the time for water. Both of those wells were drilled to completion. The well on 19 never produced any oil. The Government grabbed the land in Section 19 away from them and they had to quit. We went 2800 and some feet in that well on Section 19. The well on the southwest of Section 15 was drilled about 900 feet. The well was finally finished at that. After we struck oil we left it at that for awhile, and went back to it and finished it up later. The water line that crossed the northwest quarter of Section 15 was not our line. It belonged to somebody else. It entered the quarter about the southwest corner and ran out about the center on the east side. I don't know whether that line went over to the Union Oil Company's property on Section 10. I don't know where it went to, nor where it came from—well, it went up to the Midway, Chanslor-Canfield's Midway pipe-line. The Chanslor-Canfield pipe-line and the Santa Fe pipe-line is all the same. It is sometimes called by one name and sometimes by the other. I do not know it to be a fact, but I presume that this line across the northwest quarter of 15 connected with the branch line of the Union Oil Company, which [280] led

(Testimony of William G. Van Slyke.)
out of the Chanslor-Canfield main line. After it left the northwest quarter of Section 15 it went over onto Section 16, going west. It did not connect with any other wells to the west, there were no other wells at that time being drilled in there. That water-line was a 2-inch pipe. I do not know who put it in there. I think it was put in in July or August, 1909. I don't think there was anyone pumping any water out of Buena Vista Lake at that time. They might have taken and hauled it out. There was nobody bringing water from Rio Bravo into the field at that time except by train. In after years there was a line run from Rio Bravo and one from Buena Vista Lake up into that field; they are in operation now. I was not familiar with the development of the Honolulu people's lands in the spring of 1909. They were pumping out of wells on the shore of Buena Vista Lake early in the spring of 1909.

Recross-examination.

(By Mr. WEIL.)

Q. As a matter of fact, Mr. Van Slyke, refreshing your own recollection, wasn't that water-line of the Union laid across this land in November instead of August?

A. No, I think it was laid there before that.

Q. Well, are you sure?

A. No, I am not sure of it.

During 1908 there was no water at all to speak of piped in that end of the Midway field. There was no water there for any kind of work. Unless

(Testimony of William G. Van Slyke.)

you brought it with you, you didn't get a drink. The first well that was dug at Crocker Springs was a shaft about 5 by 7. The first well produced about 20 or 30 barrels of water a day, and then we afterwards drilled with a string of tools, we drilled a hole down, a 6-in—about a 5-inch hole—drilled that down about 80 feet, and we would strike water that laid in the shale [281] there. The shale stood up on edge, and we would strike some of those seams and it would come up like an artesian well, but in a week or so they would exhaust. I remember discussing this case with you (Mr. Weil) the other day in Los Angeles. I said to you that during the period of September, October and November, these watchmen who were on the land were always doing some work, either in the way of clearing brush or fussing with the road. They always had something laid out for them to do besides just watching the land. That is my personal recollection of it.

(By Mr. L. W. ANDREWS.)

In 1909 the railroad at McKittrick was 10 or 11 miles from the land in question. The road to McKittrick was not good. You could haul water for drilling purposes that might be brought in by the train. The expenses, though, were too great. The water that was hauled was used for domestic purposes, and then we just used enough to start up, to get everything ready to go. It required about 120 barrels per day in drilling operations. I don't think anybody in that district depended on water from tank-cars for drilling, other than to just start up

(Testimony of William G. Van Slyke.)

and just for domestic purposes. I think the expense was too great getting it in for them to go ahead in that way.

Redirect Examination.

(By Mr. HALL.)

On this section we encountered oil all the way from 500 feet to—well, I guess the deepest that was drilled there was about 1700 feet, and drilled below it—about 1500, 1200. It is shallow territory up there. There are different layers of oil there, stratas of sand. There was no water above those oil sands that could be used for drilling purposes. It was all dry. They never cemented the wells at all, never produced any water to amount to [282] anything.

Testimony of C. E. Henry, for Plaintiff.

C. E. HENRY, a witness called on behalf of the plaintiff, having been first duly sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

My name is C. E. Henry. I reside at Bakersfield, California. I am a rig-builder. I have been engaged in the rig building about 12 or 13 years. I think I commenced building rigs in the Midway and North Midway fields in 1908. I am acquainted with a tract of land that is described by legal subdivisions as the northwest quarter of Section 15, in township 31, range 22, and sometimes known as the Dominion Oil Company's property.

(Testimony of C. E. Henry.)

Q. When did you first become acquainted with that quarter section of land?

A. Why, about the—around about the 20th or 21st of November, 1909.

Q. Under what circumstances did you become acquainted with the land?

A. Well, I was requested to build a rig there.

Q. Who requested you to build a rig?

A. W. C. Maxwell.

Q. Do you know what corporation or interest Mr. Maxwell represented in that transaction?

A. No, sir.

Q. When did you first visit the land for the purpose of erecting a rig?

A. Well, it was around about the 20th or 21st of November.

Q. Did you go to the particular quarter itself?

A. Yes. [283]

Q. Who pointed out to you the lands?

A. Why, I think Mr. Best.

Q. Did you at that time make any observations to ascertain what improvements, if any, were upon this quarter-section of land?

A. No, I didn't take any notice.

Q. Do you remember now of having seen any improvements there?

A. No, nothing except material for the rig and the cabin was on the ground.

Q. Was the cabin itself erected at that time?

A. No.

(Testimony of C. E. Henry.)

Q. Can you describe to the Court what material you found there?

A. Well, all the lumber for a rig and enough lumber to build a cabin.

Q. Do you know or have you any knowledge as to when that lumber was put upon the quarter?

A. No, sir.

Q. What was the first work that you did upon the quarter-section? A. Built the cabin.

Q. And do you remember what day it was that you built it?

A. Not exactly, no; it was around about the 20th or 21st; probably it might have been the 22d of November.

Q. What were the dimensions of the cabin that you erected? A. 14 by 16, I think.

Q. Was there one room, or more than one room?

A. One room.

Q. How long did you take to build the cabin?

A. About a day.

Q. How many men did you have employed in that?

[284] A. Just one besides myself.

Q. Who was that? A. Claude Nickerson.

Q. (By Mr. PRINGLE.) You, yourself, worked?

A. Sir?

Q. You, yourself, worked? A. Yes, sir.

Q. (By Mr. HALL.) The two of you worked at that and it took you about a day to build it?

A. Just about.

Q. Were there any other structures at all upon this quarter-section at that time?

(Testimony of C. E. Henry.)

A. Not that I know of; there might have been; I didn't take notice of any.

Q. Did you see any drilling rigs? A. No.

Q. Were there any persons upon the quarter-section at that time that you were there? A. Yes.

Q. Who were they?

A. Well, I don't remember all of them. Mr. Best, Mr. Montgomery, and I think Mr. Davis came while I was there.

Q. What were they doing?

A. Well, they were getting ready to start operations, I guess; I don't know; I couldn't say what they were doing.

Q. Did you see them erecting any structures of any sort there? A. No.

Q. After you built the cabin, did you do any other work on the quarter? [285]

A. Yes; I put the timbers in for the rig.

Q. What portion of the timbers, so the record may show?

A. Why, four mud-sills that lie flat on the ground, and a sub-sill, or main sill that lies on top of it.

Q. Did you go on and complete the derrick?

A. No.

Q. Had you a contract to complete the derrick?

A. Yes.

Q. What was the reason that the derrick was not completed by you?

A. Well, I had other work that had to be attended to

Q. Do you know who completed that rig?

(Testimony of C. E. Henry.)

A. Well, I eventually completed it myself; that is, I had a crew, but in the meantime, Dunn from Maricopa sent a crew there and they worked a day or so at it and left, and afterwards I came back and finished it; that is, I sent a crew over there.

Q. Do you know what time Mr. Dunn's crew worked on it?

A. Why, right around Thanksgiving. I don't know whether it was the day before or the day after, or Thanksgiving Day.

Q. Do you know how long they worked on it?

A. I think they only worked a day.

Q. And your crew, I believe, then returned and completed it? A. Yes, sir.

Q. When was the rig completed by your crew?

A. Well, around about the 7th or 8th of December; I should say something like that.

Q. Did you put the rig-irons on the derrick?

A. Yes.

Q. How long before you actually started on the erection of the derrick by the laying of the mudsills were you approached or asked [286] by anyone to erect the cabin and the derricks?

A. Before?

Q. Yes.

A. Oh, I should say a couple of weeks; something like that.

Q. Were there any rig-irons or tools upon the property when you went there to erect the cabin and the derrick? A. I couldn't say.

Q. Do you now remember of having seen any?

(Testimony of C. E. Henry.)

A. No.

Q. Who compensated you for the—

A. W. O. Maxwell.

Q. W. O. Maxwell personally?

A. I don't know; I couldn't say now whether it was a personal check, or what it was. Anyway it was good, and I got it cashed right away.

Cross-examination.

(By Mr. WEIL.)

During the months of September, October and November I was in the Midway field. It was pretty hard to get rig-builders at that time. I had a good deal of work ahead of me.

Q. You had been considerably importuned to start this work for some time before you actually went to work, hadn't you?

A. Yes, a couple of weeks; something like that.

Q. And it might have been more than that?

A. Well, I should say about two weeks.

I was then working for Mr. Van Slyke. He gave me permission to leave his job to go over and do some work over here, and then I had to go back to his job. That was why I had to complete that rig, and the people who were operating on the northwest quarter immediately attempted to replace me with Dunn's crew. Dunn's crew [287] also left, and then I went back.

Q. How long after that did you go back?

A. I should say it was—from the time I first went there, it was possibly seven or eight days; it might

(Testimony of C. E. Henry.)

have been a little longer; it might not have been so long; I can't just remember.

When I went back there the second time I noticed rig-irons in addition to lumber were on the ground. I couldn't say whether the boilers and engines were there at that time. I had no occasion to use them and I didn't take any notice. There were five or six men on this land at the time I first went there. Among those I named was Mr. Best. He was the driller who drilled the well. He appeared to have charge of the roughnecks when I went there the first time. I didn't know Mr. Tarra. I couldn't say whether there were any other drillers or tool-dressers on the land at the time I went there to build the rig. I knew Davis; I think he was there in the capacity of a cook. I couldn't say whether there were any tools on the land when I went there the second time.

Q. What were these men, Best and the others, doing while you were building the rig?

A. Well, they appeared to be doing all they could under the circumstances, what they could do with.

Q. They started in rigging up, did they?

A. Yes, sir.

Q. By the way, when you first went on there, was all the light lumber on there for the derrick, do you remember?

A. I think so; I didn't get far enough along with it the first time to find out everything that was there.

(Testimony of C. E. Henry.)

Q. Now, when you quit the second time, was the derrick complete? A. The second time? [288]

Q. Yes. A. Yes, sir.

Q. Was the calf-wheel in there? A. Yes, sir.

Q. Didn't you go back afterwards and build the calf-wheel?

A. Well, that is what I meant by that, when I finished it; it was complete after I built the calf-wheel.

Q. But you had to go back there to build the calf-wheel because they didn't have material for it; is that right? A. Yes, sir.

Q. Do you know when they spudded in?

A. It was along about the 10th, December 10th; along there somewhere.

Q. Just about the time you finished the derrick, was it, and while you were building the derrick, the men around there were getting everything else ready, were they? A. Yes, sir.

Q. Working busily? A. Yes, sir.

Q. So as soon as you were through, they were ready to carry forward the work? A. Yes, sir.

Q. How was the weather out there along that time?

A. Well, it was a little stormy about that time; the fall rains had started.

Q. Do you know that was the reason why Dunn's men quit on the job after one day, on account of the heavy rain they had there?

A. Well, I don't know for sure why they quit, but it was not very comfortable around there.

Q. Do you know whether the rig-irons were deliv-

(Testimony of C. E. Henry.)

ered on the [289] lease at the time Dunn's crew was on there? A. I think they were.

Q. You were not delayed by any lack of material, were you, except in this case of the calf-wheel timbers? A. That is all.

Q. Otherwise the material was there. Now, do you know Mr. Fraser? A. Yes, sir.

Q. Did he ever ask you to kindly hurry and go over there and get this work done?

A. He did on the second time; the second time I went over there he was the man that came after me.

Q. And it was largely on account of your personal friendship for Maxwell that you went over and did this work?

A. Yes, sir; through that and—

Q. And you wanted to accommodate Mr. Fraser, as well, didn't you? You knew Fraser was the superintendent of the California National Supply Company, and you knew he was in a position to assist you to get work? A. Yes, sir.

I was not delayed by any lack of material, except in this case of the calf-wheel timbers. I knew Mr. Fraser. He asked me to hurry and go over there and get this work done; the second time I went over there he was the man that came after me. It was largely on account of my personal friendship for Maxwell and that I wanted to accommodate Mr. Fraser that I went over and did this work. I knew Fraser was the superintendent of the California National Supply Company and he was in a position to assist me to get work. When he asked me to

(Testimony of C. E. Henry.)

hurry to this work I wanted to oblige him. The lumber is the only thing I have any recollection of seeing the first time [290] I went on the land. There was a road there. It was a fair passable road. The place for the rig was naturally level. The sagebrush had been grubbed out. I wouldn't say that the boiler and engines were not on the ground when I went back there the second time. I can't say that they put them on there while I was there. I think they were there by the time I completed the rig. They started up within just a day or so after the rig was completed, so the engines, boiler, tools and other equipment must have come on the ground. I do not know how many feet of lumber were on the land the first time I went there. I think all the rig lumber was there, and it would be around about 20,000 feet; and then there was lumber for the cabin as well. They used different kind of lumber for building cabins than they used in building rigs. For the cabins they used soft pine, white mountain pine, and for the [291] rigs they used Oregon pine or Douglas fir. Both of these kinds of lumber were on the ground. The rig lumber was at the point where the rig was built by me, and the cabin lumber at the point where the cabin was built. The lumber was piled up nicely. It looked like new lumber. I don't think it had been lying there for months. I do not know when that lumber went on the ground.

Redirect Examination.

(By Mr. HALL.)

I couldn't say how long the lumber had been there.

(Testimony of C. E. Henry.)

The ground on the northwest quarter of Section 15 has different levels, but where the rig was it was comparatively level. The sagebrush that grows there is generally about four feet tall. It was necessary to clear away the sagebrush. That was not done while I was there. I think it had been done, either that or there had been a barren spot in the brush; I don't know. I can't say that I saw anybody actually cutting sagebrush while I was there. I couldn't say whether there was a boiler or engine there while I was there. I didn't see any that I now remember of.

Testimony of F. B. Sowers, for Plaintiff.

F. B. SOWERS, a witness called on behalf of the plaintiff, having first *being* duly sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

I reside in Maricopa, California. My principal occupation is following the oil fields, rig-builder. I am acquainted with the Midway and North Midway fields. I have been working in those fields since April, 1908. I was there in 1909. I was employed by J. M. Dunn of Maricopa in 1909. Mr. Dunn was a rig-building [292] contractor. His headquarters were at Maricopa. I know a tract of land described as the northwest quarter of Section 15, township 31, range 22, or as the Dominion Oil Company property. I worked about a half a day, or near a day on that property. It was the day after Thanksgiving, 1909. We put in the derrick corners

(Testimony of F. B. Sowers.)

and the derrick foundation. When we went there the mud-sills and main sill of the derrick foundation were in, and the timbers were in. There were no other structures that had been erected there that I remember of. I worked there part of one day. We quit because we didn't like the accommodations there very well. There were no accommodations for the rig-builders. We couldn't find any, except there they told us we could stay there with some men that were on the location there. There were other men there. They seemed to be watchmen.

Q. What kind of accommodations did these other men have there?

A. Well, they had some boards with the rig lumber leaned up against some other boards; that was about the most I see to sleep in.

It was just sort of a lean-to. The work that we accomplished there that day was about what it would take two men to do in one day; we put down the derrick foundation. There were no other structures outside of this immediate place upon this quarter-section that I remember of. I did not see any evidences of any oil wells having been drilled there, or any facilities for drilling oil wells. I don't remember of seeing any machinery at this well site when I was there. There were four of us actually worked on this rig. When we left there we went back to Moron, what is now Taft. I did not return at any time to this rig. I went there with the intention of building the rig. I and the men who were with me were prepared to carry out that intention. We were

(Testimony of F. B. Sowers.)

equipped so far [293] as tools and our personal belongings were concerned to carry on the building of the rig. We stopped because we couldn't get any accommodations to stay, a place to stay, to sleep. Some of those men on the location told us we could make a lean-to like they had to sleep under, and eat with them if we wanted to. I did not see these other men that were on the location doing any actual work on the property while I was there.

Cross-examination.

(By Mr. WEIL.)

I am now working for Mr. O. P. Good, of Fellows. Immediately before I went to work on this rig in question I built a rig out on the western meadows southeast of Taft. I don't know where I was immediately prior to that. Immediately after our work on this rig we went just south of what used to be old Moron, now Taft. I forget the name of the lease; it is in the canyon near the Mascot lease. I don't remember what day it was I went to work at this last place; somewhere two or three days after Thanksgiving. I went to work on this northwest quarter of Section 15 on Thanksgiving Day. I didn't notice any cabin on this land. I know Mr. Best when I see him. I didn't know him at that time. I don't remember whether he was on the land then. I don't know any person who was on that land at that time, except a man that was a rig-builder, a man by the name of Horstman. He had put in the timbers for the rig before we got there. I believe he and Mr. Henry were in partnership. I know Mr. Henry. I

(Testimony of F. B. Sowers.)

heard Mr. Henry say that he built a cabin on that land before Thanksgiving. I didn't notice any cabin. I looked around for accommodations on the land. I would think that I would have probably seen a cabin if it was there.

Q. So you don't believe Mr. Henry when he says he built a cabin there a couple of days before you went on there? [294]

A. I don't know; I didn't see it; I didn't notice it.

I don't know just how many men were on there when I went there. I would say 6 or 7 or 8 possibly around there some place. I don't know whether any of them were drillers. I wouldn't say they were not. I don't know whether there were any tool-dressers there. I didn't see any around there. I have been working around the field since April, 1908, through the west end of the field. I didn't know most of the drillers around there. There was a good deal of work for rig-builders about this time; they were all busy. It is not a fact that somebody offered us a better job and that that is why we quit building this rig on the northwest quarter of 15. We did not go down to Fractional Section 30, Township 12, Range 23, right after that. I cannot place that section.

Q. Your employer, Mr. Dunn, was involved in a lot of trouble himself down on the flat with jumpers.

A. Well, I worked on a number of rigs down on the flat after that.

I don't know whether the jumpers were jumping land claimed by J. M. Dunn and his partner, Mr. Berry, and that Mr. Dunn was trying to protect him-

(Testimony of F. B. Sowers.)

self. I am prepared to swear that I was not taken off of this land for the purpose of protecting some land of Mr. Dunn's. I don't remember whether I built a rig on Fractional Section 30 or not. I believe I worked on Section 32 down on the flat; I don't remember what quarter. I was in charge of this gang up there on the northwest quarter of Section 15. I went off of there because there were no accommodations. I looked around there all afternoon trying to find accommodation. I didn't notice this cabin; they told us we could fix up a lean-to and sleep there with them where they were sleeping and eat there.

Q. And you are prepared to swear the other men were not sleeping in this cabin?

A. I don't know where they were sleeping; they had some lean-tos. [295]

I don't know how much Mr. Dunn got for the work myself and my associates did on this rig.

Q. For your information I will tell you that he got \$60. Did you do \$60 worth of work that half day?

A. Well, we were getting straight time; we were paid straight time.

I got about \$6.50 or \$7.00 per day. The other men with me got about a dollar less. There were three besides myself. We only worked about a half a day. The rest of the time we were on the road. At that time the weather was pretty stormy; it was raining when we got there in the evening. It was raining quite a bit at that time.

Q. As a matter of fact, you didn't like it out there very much and didn't look around for a cabin?

(Testimony of F. B. Sowers.)

A. Yes, sir; I looked around, went to two or three different leases.

I don't know whether the rig-irons were on the land; I didn't have any occasion to use them. I didn't see a boiler and engine there. I wouldn't say it wasn't there. I remember that I didn't see it. I remember that I didn't notice any boiler. I remember that there was a number of boilers and rigs on the land south of Taft where I built a rig when I left this land. We built a rig right close to the boiler. There were some other rigs on this other piece of land. When we got to this land there was enough lumber there for a complete rig; it looked enough for a complete rig. When we got to this derrick in question there was enough work done that would have taken two men somewhere near half a day to do. We did about what two men would do in a day. I do not think Mr. Dunn was overpaid for the amount of work we did if he got \$60. I know I wasn't overpaid. [296]

Q. Would you say, in your opinion, being a foreman and rig-builder, that there was not \$60 worth of work done on that derrick by your crew?

A. Well, that depends a good bit on how you count the crew's time. A rig-builder usually gets straight time when he is traveling on the road and working.

We traveled from Maricopa. It took us one day to go up there. By the road it is 18 to 20 miles up there. I believe Maricopa was the end of the railroad in those days. I don't remember whether the railroad was built into Taft at that time. It was

(Testimony of F. B. Sowers.)

built some time around there; I am not certain whether it was before or after. We went up there by team. If the railroad had been built up to Taft we would have gone to Maricopa by team. We would have had to ship the tool-box on the train and transfer it by wagon. It took us the whole day to make 18 miles. We worked there a half a day and it took us about half a day to go back. We made better time going back because we knew where we were going and we didn't know when we were going up. I had been at Maricopa, my home, the night before we started. The other men were all sober. We left Maricopa Thanksgiving morning. We got up to this property some time before dark. I don't remember just what time, but it was dark when we got to a place to stop for the night. We slept in a cabin to the north of this Section 15. This cabin was something like two miles north of Section 15. I don't know whose cabin it was; I have forgotten. It was pointed out to us by two or three people. We were hunting in the wagon for a place to sleep. No one on the northwest quarter told us to go and sleep there; they didn't know of any place.

Testimony of F. F. Best, for Plaintiff.

F. F. BEST, a witness called on behalf of the plaintiff, having first been duly [297] sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

My name is F. F. Best. I reside at McKittrick,

(Testimony of F. F. Best.)

California. I am a well-driller. I have been engaged in the oil business about 17 years. I have worked about McKittrick and in the neighborhood of Fellows. In 1909 I was first working for Mr. Burns on the Brookshire; from there I went to the Dominion. The Dominion property is the north-west quarter of Section 15. I went to the Dominion property some time in November of 1909.

Q. Who was in charge of the property when you went up there?

A. Well, in fact, there wasn't anyone; there was one or two men when I went there first.

Q. Were there any improvements on the property when you went there?

A. Nothing that I noticed.

Q. Beg pardon?

A. Nothing that I noticed.

Q. Did you help to put any improvements on that property after you went there?

A. Well, we were sent out to protect the property.

Q. In what way?

A. Well, to keep fellows from jumping it.

Q. And who sent you up there to protect it?

A. M. Z. Elliott and Mr. Butler.

Q. Can you fix any more definitely the time when you arrived on the property?

A. I don't think so; no.

Q. Was it before or after Thanksgiving?

A. Before. [298]

Q. About how long before?

A. Oh, I would say a couple or three weeks.

(Testimony of F. F. Best.)

I don't know the names of the men that I found there; there was, I think, one or two. There might have been three, possibly. They were on the property when I got there. There were no buildings there for them to stay in. The first evening we slept under some lumber which was piled up, just a little shed; a little after, perhaps the next day or so, Mr. Henry built a bunk-house for us, a place to sleep. I don't know exactly how big a bunk-house that was; not very large. That is the one that Mr. Henry testified about here. I continued on this property from the time I went there until about the last of April or May, 1910. When I went there I did not notice any derricks. I did not notice any structure of any sort. I don't just exactly remember when the derrick was finally completed on this property, but I know about the time we started, and we were rigging up during the time they were building the rig. The well was spudded in about the 8th or 10th of December. I continued there as a driller. I was there when oil was discovered. It was discovered along about Christmas time. There was first a little showing of oil at a depth of about 535 feet, and it continued to 800 feet, little streaks of shale, and then there was some oil in it. It came in as a producing well at 800 feet; that is where the sand was. The well came in as a producing well. I don't know what the production from it was, I wasn't there then. After I finished this well I did not continue to work on the property. I went over on Section 27 for Maxwell.

(Testimony of F. F. Best.)

This well that I have just described was commonly known and designated as Dominion Well No. 1. I was paid by the Dominion Oil Company by checks. I know a man named R. L. Davis when I see him. He was not working there when I went there; he came there [299] afterwards. Mr. Davis came there a short time after I did, perhaps a day or two. Mr. Davis was put to work cooking.

Cross-examination.

(By Mr. WEIL.)

I have not kept any memorandum for the purpose of refreshing my recollection as to what happened in 1909. I am not very sure as to exact dates. I don't think I have changed my statement a few times in reference to the time I went to work on this land. I remember an affidavit I made in this case.

Q. In that affidavit you said you went to work there in September or October, 1909.

A. Well, now, I think a man ought to have a chance to change—

I don't really remember the time I went there, but it was this way: I think I was working for the Brookshire in October; I won't be positive, but I think so, and immediately after I quit there, I went to work for the Dominion. From three to six weeks prior to the time I went to work for the Dominion, Mr. Butler made arrangements that I should go to work there. Mr. Butler made arrangements for me to go to work on this particular piece of land. He made arrangements for me to go to drilling. I was supposed to be a driller. That was my business. I was the first

(Testimony of F. F. Best.)

driller on this Dominion well No. 1. I can remember when the rig was built, but I don't know the date exactly. It was in the neighborhood of three weeks, probably after I landed there until the rig was started. I think I went on the land about the first week of November. It may possibly have been the last week in October. Mr. Butler had spoken to be about going to work there as a driller probably three to six weeks before. That is the nearest I can recollect at this time. My present recollection is that the first discovery of oil on the property was along about Christmas time, 1909. I was waiting for this job. There were from 1 to 3 men on the land when I went there.

Q. And you don't remember what they were doing?

A. Nothing, only guarding the property. [300]

Q. Were they doing any work on the road?

A. Not at that time.

Q. When was the work done on the road?

A. Well, that was some time after the rig had been there.

Q. Did you do any work on the road?

A. I helped, too; I oversaw.

I helped to erect this lean-to to the bunk-house which was being used for a kitchen. That is where I slept. I was there when Mr. Dunn's men were on there. I don't know of anyone pointing out this cabin to them that was on the land when they were on there. The cabin was plainly visible from the rig site. It was a hundred yards or more from the rig and in plain sight. There was a road across the land. There were places where the road was not in very

(Testimony of F. F. Best.)

good condition. Some work had been done on the road, and there was some work done on the road while I was there. I superintended that work. There was a dam built by me. The dam was a part of the road. It was just east of the rig. That was necessary in order to make a decent road out of it. I was supposed to be in charge of the men on the place there.

Q. Why didn't you start building the rig?

A. I knew nothing about it.

Q. Do you know of any effort made to get rig-builders?

A. Just from what I hear, what people tell me.

The rig-building crews were there at that time. I was not familiar with the water conditions around that particular territory at that time. It was difficult to get water there at that time. I had been dressing tools for the Brookshire. I had been dressing tools for them and I had been promised a job as a driller. That was why I went to work at this place. I don't think Mr. Elliott ever spoke to me about coming to work as a driller. Mr. [301] Butler asked me if I wanted to go on the job and go to work for them. He told me they were going to drill. I can't just tell the conversation between Mr. Butler and myself, but he asked me if I wanted to go to work for him at drilling, and he told me where he was going to drill a well. He told me they expected to get at it as soon as possible. I don't remember that he told me what was delaying him.

(Testimony of F. F. Best.)

Redirect Examination.

(By Mr. HALL.)

There was no incident that happened on this land by which I fix the date of my arrival there, except what I have said in regard to working for the Brookshire Oil Company.

Recross-examination.

(By Mr. PRINGLE.)

This well was drilled to about 2100 feet while I was there.

Redirect Examination.

(By Mr. HALL.)

They did not find oil all the way down from the 500-foot depth. It is hard to tell how many stratas of oil I found; I don't know. It was not left as a completed oil well at the 2100-foot depth. We backed up and produced from a higher sand. They produced from a depth of 800 feet. I don't know what time they produced from the 800-foot depth. They did this after I was gone.

Recross-examination.

(By Mr. PRINGLE.)

While I was there they went down 800 feet and weren't satisfied with the quantity of oil, and they kept on drilling and went down 2100 feet.

Redirect Examination.

(By Mr. HALL.) [302]

I don't know how many producing wells there are on the property.

Testimony of R. L. Davis, for Plaintiff.

R. L. DAVIS, a witness called on behalf of the plaintiff, having first been duly sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

I reside at Bakersfield, California. I am a clerk. I have been living in Bakersfield five months. I was living in McKittrick in 1909. I was a cook at that time. I know where the northwest quarter of Section 15, Township 31, Range 22, is. I learned where that land was located the latter part of October or the first of November. I was employed to go there as a cook through Mr. Albert Baker. There were about eight men there when I arrived. I knew Fred Best and Montgomery. There were no buildings there when I arrived. I stayed there until about the 20th of December. I should judge the buildings were erected upon the property around the 15th of November, something like that, the 10th. Mr. Henry did that work. In the meantime I lived under a lot of boards. I was cooking while I was living under the boards. During that time I should judge there were ten or twelve or fifteen men there at different times. When I went there there was no oil derrick there at all; the material was on the ground. Mr. Henry and the men afterwards came and erected the derrick while I was there. The well had been spudded in when I left in December. I do not remember the exact date of spudding in.

(Testimony of R. L. Davis.)

Cross-examination.

(By Mr. WEIL.)

The material that I found on the ground at the time I got there was the material that was used for building the rig. I do not [303] remember when Mr. Dunn's men came on there. I remember Mr. Henry working there. I remember Mr. Best. He was one of the drillers. I should say I went there about November 1st. At other times I have stated different dates. My best recollection at this time is that it was November 1st. There has been nothing happened to refresh my recollection. These men that I found on the land when I went there were supposed to be watchmen, in the first place, but they were digging assessment holes, cutting sagebrush, and building roads. They were at work most of the time. I couldn't say how many crews were working there. I don't know whether they were crews or not. You can call them crews. They were on there all the time, day and night. Mr. Maxwell paid me when I left. I believe he was in charge of the operations on the lease. I do not remember the name of the company. There was difficulty in getting rig builders at that time. The water conditions around there were very poor. [304]

Testimony of Olive C. Gebauer, for Plaintiff.

OLIVE C. GEBAUER, a witness called in behalf of the plaintiff, having been first duly sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

I reside in San Francisco, California. At one time I lived in Los Angeles. I lived in Los Angeles during the years 1907 and 1908. At that time I was employed as a bookkeeper and cashier by Strong & Dickinson. The firm was composed of Mr. Frank R. Strong and George W. Dickinson. They were engaged in the real estate brokerage business. During that time we had two locations and I don't remember which place we were located just at that time. It was either 147 or 149 South Broadway, Los Angeles. During the years 1907 and 1908 I was qualified as an entryman under the mineral land laws of the United States as to citizenship and age. I am the O. C. Gebauer whose name appears upon a notice of location of a placer mining claim which is described as the Zee No. 8, embracing the northwest quarter of Section 15, in Township 31 South, Range 22 East, M. D. B. & M., and which is recorded in Book 71 of Mining Records at page 8, Kern County, California. I signed my name to two notices. I presume that is a copy of one of them. I don't remember the exact date, or year, or hour that I signed my name to these notices. I know that it was along, I think, just before the first of the year, 1908. I don't remember who asked me to sign the notices, but these various

(Testimony of Olive C. Gebauer.)

men whose names you have read from the location notice, a number of them were locating this land and they asked me to locate it for them. They asked me to locate it for them. I don't think I can give you the language they used when they asked me to locate the land [305] for them because I don't remember; that is a long time ago. I don't believe I could give the substance of the conversation that I had with these men. I don't remember who it was that asked me. I can't say that I understood the mining laws of the United States at that time. I don't remember whether they explained them to me at that time or not. I don't remember very much in connection with it. I don't remember which one of these gentlemen it was who asked me to locate this land for them. I think possibly it was some of the men whose names appear with me on this location notice. I think possibly it was some of them, because while there were others interested, those were the ones particularly that—I don't remember how many location notices I signed at the time but I remember that there were several; there were a number. I may have known at the time but I don't remember now how many locations of mining claims would be made upon which my name would appear as a locator. I don't remember now whether I knew at the time what interest I would have in any locations upon which my name would appear as a locator.

Q. Was any explanation made to you at that time by these gentlemen as to what your interest would or

(Testimony of Olive C. Gebauer.)

might be in these locations?

A. Well, I didn't—I simply located it for them; I didn't figure I had any interest myself personally.

Q. Were you asked to advance any money towards making these locations? A. No.

Q. Were you asked to advance any money towards the development of the lands after they were located?

A. No; I was not. [306]

Q. At the time you signed these location notices, did you have any intentions then to advance any money towards the development of these lands?

A. No.

I knew Mr. L. W. Andrews. I think I knew Mr. George C. Haldeman. I knew Mr. Frank R. Strong and Senator Stephen W. Dorsey. Senator Dorsey is dead. I knew Mr. Wallace D. Dickinson. He is dead. He was not a member of the firm of Strong & Dickinson. He was with the firm as an agent on a commission basis. He was connected with the firm in a business way. I was acquainted with Mr. Warren F. McGrath. I knew Mr. George W. Dickinson.

Q. Now, Miss Gebauer, the records of Kern County also disclose that there is therein recorded a deed in Book 217, page 62 of the records of Kern County, by which B. Adams, L. W. Andrews, A. W. Casey, N. G. Casey, W. P. Casey, Wallace D. Dickinson, George W. Dickinson, Stephen W. Dorsey, L. B. Dorsey, M. Z. Elliott, O. C. Gebauer, F. J. Haldeman, George C. Haldeman, G. A. Horn, Addison C. Macon, Henry L. Musser, Warren J. McGrath, H. R. Mc-

(Testimony of Olive C. Gebauer.)

Donald, J. E. McDonald, Albert G. Shaw, and Frank R. Strong as parties of the first part, conveyed to Frank R. Strong and M. Z. Elliott, parties of the second part, 207 placer mining locations in the State of California, among which was the claim described as the Northwest quarter of Section 15 in Township 31 South, Range 22 East, M. D. B. & M., commonly known at the Zee placer mining claim No. 8. I notice that the name of O. C. Gebauer appears as one of the makers or grantors in this deed which was dated March 4, 1909, and appears to have been acknowledged before James B. Hobbs, a notary public in and for Los Angeles County, State of California. Are you the same [307] O. C. Gebauer who signed that instrument?

A. Well, I presume so, if that is the description.

I did not receive any compensation for the execution of that document. I don't remember now at all under what circumstances I executed that instrument. Someone must have asked me to sign it, of course. I don't remember of any explanation or statement that was made to me at the time I was asked to sign it. I did not receive anything of value in consideration of the execution of this instrument. I did not demand of anyone anything of value for the execution of this instrument. I have not received since its execution any consideration whatever for its execution. The instrument describes the grantees, Frank R. Strong and M. Z. Elliott, as trustees. At the time of the execution of this instrument I did not make any declaration as to the trusteeship which was

(Testimony of Olive C. Gebauer.)

apparently attempted to be created by this instrument. I don't remember having made any such declaration, either verbally or in writing. Mr. Frank R. Strong, who is one of the grantees in the deed you have just referred to, was the same Frank R. Strong who was a member of the firm of Strong & Dickinson. I was acquainted with Mr. M. Z. Elliott. He was one of the gentlemen that came in there in regard to the locating of this land; that is about all I know about him. He was a frequent visitor about the office of Strong & Dickinson about the time this transaction occurred. I don't remember that Mr. Elliott ever consulted with me regarding the making of these locations. I don't remember that he ever consulted with me in regard to making the deed of March 4, 1909.

Q. At any time after you executed this deed of March 4, 1909, did Mr. Strong or Mr. Elliott make any declaration to you [308] either in writing or verbally, as to the trusteeship which was apparently imposed upon them by this conveyance of March 4, 1909?

A. I don't remember anything in connection with it at all. I must have signed the deed; but I don't remember anything in regard to any conversation about it.

Q. At the time you signed the deed, did you have any interest in any of these lands that you were deeding away?

A. I didn't have any financial interest in it at all.

Q. Were you promised any benefits by reason of

(Testimony of Olive C. Gebauer.)

having executed this instrument? A. No.

Q. Did you expect any benefit?

A. No; I did not.

Q. Did you expect to receive anything of value by reason of having signed it? A. No.

Q. The records of Kern County further disclose that there is therein recorded in Book 217 of Deeds, page 83, Kern County Records, an instrument or deed which purports to have been executed on May 4, 1909, between Frank R. Strong and M. Z. Elliott, trustees, parties of the first part, and British-American Oil Company, a corporation organized and existing under the laws of the State of California, party of the second part, whereby the parties of the first part, in consideration of the sum of \$50 conveyed to the British-American Oil Company the 217 placer mining claims therein described, among which is the claim known as the Zee No. 8, embracing the north-west quarter of Section 15, Township 31 North, Range 22 East, M. D. B. & M.

The COURT.—What is the date of that instrument?

Mr. HALL.—May 4, 1909. [309]

Q. Were you consulted in any way about the conveyance of these properties by Strong and Elliott to the British-American Oil Company?

A. No; I don't remember anything in connection with it at all.

Q. Was any request made by any of the parties to that indenture of you for your consent to the execution of the instrument? A. I don't remember.

(Testimony of Olive C. Gebauer.)

Q. Was there any declaration made by any of the parties to you as to the purpose for which that instrument was executed?

A. No, I don't remember.

I have never been a stockholder in the British-American Oil Company. I have had no relations whatever with that corporation. I don't now claim any interest in the Dominion Oil Company. I have never been a stockholder of that company. I don't now and have never claimed any interest in the Bankline Oil Company and have never been a stockholder in that corporation. I have no partnership agreement by which I am to derive any benefits from the north half of this quarter-section of land through any agreement with Mr. Barneson or Mr. Walker. I suppose I had an interest in the Northwest quarter of Section 15, Township 31, Range 22, after I located it; I suppose, until I deeded it to somebody else; but I haven't claimed any financial interest in it. I have never derived any benefits of any sort from the location of this land as the Zee No. 8 placer mining claim. I have never demanded of anyone any interest in this land.

(By Mr. WEIL.)

I claim no financial interest in this property and I never [310] did claim any financial interest in it. When I signed these location notices I was signing them on someone else's behalf. I remember about an association being organized by Mr. Strong and his friends for the purpose of locating oil lands. There were a number of men who came in there in

(Testimony of Olive C. Gebauer.)

regard to these locations and I knew in a general way what they were doing. I knew they were locating this oil land. I don't know whether I ever knew all of the gentlemen who were interested in that or not, but I can recall a number of them. There was Mr. Strong and Mr. Dickinson, of course, Mr. Andrews and Mr. Elliott and Mr. McDonald and Roy Jones and Senator Dorsey. I don't believe I remember Senator Jones; I remember Roy Jones. I don't believe I remember Mr. Butler. I remember all of these gentlemen whom I have mentioned and some others whom I can't now recall, had gotten together for the purpose of locating some oil claims. I don't remember any of the detail of it at this time. I knew all of those whom I have named were interested in it and there were others whom I can't now recall. When I became a locator on these lands the idea was that it was for the benefit of this association consisting of the persons whom I have named, and others whom I can't recall. I was acting as an agent then and not in my own individual capacity. I so understood at the time I made the location. At the time I signed my name to that location notice I had never heard of the British-American Oil Company. I was never a stockholder, officer or director or an employee of that company. I don't remember anything in connection with the British-American Oil Company at that time. So far as I know there was no one connected with the British-American Oil Company who asked me to participate in the location of these lands. I joined in

(Testimony of Olive C. Gebauer.)

the location of these lands on behalf of this [311] association consisting of a number of gentlemen, and part of whom I don't remember, and a part of whom I have named here.

Testimony of Albert G. Shaw, for Plaintiff.

ALBERT G. SHAW, a witness called in behalf of the plaintiff, having first been duly sworn, testified as follows:

Direct Examination.

(By Mr. HALL.)

My name is Albert G. Shaw. I reside at 1317 Waterloo Street, Los Angeles. I am a manager of a bakery. I have resided in the city of Los Angeles about 17 years. I was residing in Los Angeles in 1907 and '08. At that time I was a bookkeeper and cashier.

Q. The records of Kern County, California, disclose that Albert G. Shaw,—the name of Albert G. Shaw, appears upon 104 placer mining locations variously named, each numbered, but all bearing the designation "Zee No." so and so, and so and so; among them was Zee No. 52, being the South half of the Northeast quarter of Section 2, Township 29, Range 20; Zee 73, South half of the Southeast quarter of Section 10, Township 29, Range 20; Zee 53, Southeast quarter of 22, 29-20, and so on through the list. Are you the Albert G. Shaw whose name appears upon those locations?

A. Yes, sir.

(Testimony of Albert G. Shaw.)

I think I signed the original location notices. I was in Senator Dorsey's office in Los Angeles when I signed them. Mr. George C. Haldeman was secretary to Senator Dorsey. He came to me and asked me if I would take up some locations, or a location, that the senator had formed a syndicate with Senator Jones and some others. The senator was not there at the time, and I asked him, "Is it all right?" And he said, "Yes." So I have known Senator Dorsey thirty-five years, and I signed the location on that [312] account. At the time I signed it, Mr. Haldeman did not tell me what interest I would have in these locations, he didn't promise any interest, he promised me no interest whatever. At the time I signed these location notices I didn't expect to pay for the posting of the notices on the land; I just merely signed them and turned them over to them. At that time I did not expect to spend any money in the development of these lands. Neither Mr. Haldeman nor Senator Dorsey nor any of the others that I know of in this transaction ever stated to me at any time what my interest in these locations would be. There was no one there who was interested in the syndicate but Mr. Haldeman. Neither Senator Dorsey nor Mr. Haldeman ever after that told me what my interest in these locations was. I don't think I ever asked. Afterwards I got to thinking of it, and I thought if it was a success the senator might give me an interest, but there was no promise made, or no offer made, and I never spoke to him in regard to it. I don't remember any of my colocators except Mr.

(Testimony of Albert G. Shaw.)

Musser. I knew a man named B. Adams. There was a mining engineer by that name. I don't know whether or not he was a locator on any of these claims. I didn't know Mr. Lewis W. Andrews at that time. I don't know whether he was a colocator with me on these lands. I didn't know Mr. A. W. Casey or N. G. Casey. I didn't know W. P. Casey. I don't know whether he and this person you have just named were colocators with me upon any of these lands. I met Wallace D. and George W. Dickinson perhaps once, but not at this time. I might have known at the time that they were colocators with me upon some of these lands, but I wouldn't say positively that I did. I never discussed the situation with them. I knew Senator Stephen W. Dorsey. I didn't know whether he was a colocator with me upon any of these lands. I thought [313] he got up the syndicate and I was merely obliging him; that is the idea. I thought I was obliging Senator Dorsey in signing these notices. I didn't have any other interest or motive whatever than that in signing these notices; only through friendship. Just through friendship for Senator Dorsey. I knew L. B. Dorsey. She was the wife of Senator Dorsey and is dead. I didn't know whether or not she was a colocator with him upon any of these lands. I knew M. Z. Elliott. I didn't know whether he was a colocator upon any of these lands. I understood he was interested in the syndicate, whatever it was. I didn't know Miss Gebauer and G. A. Horn and didn't know whether they were colocators with me. I knew

(Testimony of Albert G. Shaw.)

Mr. Haldeman. I don't remember whether or not he signed any of the location notices with me; I wouldn't say positively in regard to it. I didn't know Addison C. Macon. I didn't know whether she was a locator with me. I knew Henry L. Musser. He is the only one I am sure of and I know he was a colocator with me. Mr. Musser was engaged in the seed business in the city. I never discussed this situation with Mr. Musser before or after I signed the location notices. I don't know Mr. Warren F. McGrath, Mr. H. R. McDonald nor Mr. J. E. McDonald. I don't know whether they were locators with me. I had just a casual acquaintance with Frank R. Strong. I don't know whether he was one of the colocators with me. I thought he was one of the syndicate, that is the impression I got. After I signed the location notice I didn't put up any money for the development of these lands. I have never received anything of value by reason of the fact that my name appears upon these 104 mining claims. I never visited these lands. I never saw them. I don't know where they are. I never made any inquiry to ascertain where those lands were, except the explanation at [314] the time, whatever it was Mr. Haldeman gave. You have shown me a deed from Albert G. Shaw and 20 other persons conveying to Frank R. Strong and M. Z. Elliott, trustees, 207 mining locations, among which are those bearing my name as one of the locators. I remember of having executed that deed. I think I executed it in Senator Dorsey's office here in Los Angeles. I

(Testimony of Albert G. Shaw.)

executed it under the same circumstances as I signed the original papers for the claims. Haldeman asked me to sign it. He explained to me why he wanted me to sign; I thought it was carrying out the original idea. I did not receive any consideration for signing it. At that time I knew Mr. Elliott fairly well and I had met Mr. Strong once, perhaps twice. Mr. Elliott and Mr. Strong are described in the deed as trustees. I don't know that either one of these gentlemen, either in writing or verbally expressed any trusteeship to me. I am a little hazy as to what the trusteeship was under which I conveyed these lands to them; and my impression is they were holding them for the syndicate that had been originally planned, started. I am only positive about two of the members of this original syndicate, Senator Dorsey and Senator Jones. I cannot say that I knew that afterwards, on May 4, 1909, Frank R. Strong and M. Z. Elliott, as trustees, conveyed these 207 claims, including the 104 on which my name appears as locator, to the British-American Oil Company. I know the British-American Oil Company was formed, but I don't—I couldn't speak positively in regard to that transaction. I can't say that I remember now that I was requested at that time to consent to the execution of this instrument. Neither Mr. Strong nor Mr. Elliott to my recollection mentioned the execution of this deed to me. I didn't receive anything of value at the time this deed of May 4, 1909, was executed by Strong and Elliott. [315] I knew by hearsay of the British-American

(Testimony of Albert G. Shaw.)

Oil Company about that time. I think Haldeman just remarked something, mentioned the name. I can't say when it was that Mr. Haldeman mentioned this name of British-American Oil Company to me; I couldn't be positive, he just mentioned it in a casual way. I can fix no time when that was. I have never derived any benefit in any way by reason of the fact that my name appeared on these 104 locations. I have never received anything of value by reason of having signed these locations or of having signed the deed of March, 1908. I have never asked anyone for anything of value because of having signed the locations and the deed. I have never been a stockholder in the British-American Oil Company. The British-American Oil Company has never paid me anything. I don't now claim any interest in the British-American Oil Company. I don't claim any interest in the northwest quarter of Section 15. I don't claim any interest in the 104 quarter-sections or parts of quarter-sections of land on which my name appears as a locator.

Cross-examination.

(By Mr. WEIL.)

Q. Mr. Shaw,— A. Yes, sir.

Q. —as I understand it then, Mr. Haldeman came to you and told you that there was an association or a *syndicate* which had been formed for the purpose of locating some oil lands and he would like to have you act on behalf of the association. Was that correct? A. He didn't say the association, exactly.

Q. Or *syndicate*? A. Senator Dorsey.

(Testimony of Albert G. Shaw.)

Q. Well, did he say that Senator Dorsey had organized a [316] syndicate? A. Yes, sir.

Q. And did you understand that the syndicate was to get the benefit of these lands that were located?

A. Yes, sir.

I was in and about Senator Dorsey's office about that time, I would drop in perhaps once a month or something like that. I wasn't a bookkeeper there. I wasn't with him at all. It was merely friendship. I had known him 35 years. At the time I might have known how many men were in the syndicate, but I am not positive. I thought Senator Jones had some interest in it. Now, that is the impression I got but I don't know. My recollection is a little vague on the whole subject. I don't know anything about Roy Jones in the transaction. I knew Roy Jones. I knew Mr. M. Z. Elliott. I thought he was interested in the syndicate. I learn now that Mrs. Dorsey was interested in the syndicate, but I didn't know of my own recollection until I came into court. Haldeman was interested. I didn't know a man named A. H. Butler. I didn't know Dr. McDonald or his sons Joe and Jim. I knew Mr. Strong; not well; I had met him. I don't remember anything about him being interested in the syndicate or association at the time. I knew Mr. Dickinson the same as I knew Mr. Strong, casually. I don't know whether he was interested in it or not. I don't know Mr. L. W. Andrews, the attorney; nor young Mr. Butler. I had met Doctor Davis. He was Mr. Elliott's partner. I believe he was at that time in some things. He

(Testimony of Albert G. Shaw.)

was interested with Mr. Elliott in business, but at that time I can't say whether I knew he was interested in the syndicate or not.

Q. Now, your present recollection of it, was there a large number of men interested in this syndicate?
[317]

A. Yes; I understood there were afterwards.

When Mr. Haldeman spoke to me about this he told me it was all right. I turned to Mr. Haldeman and asked him if this was all right for me to locate and if it was perfectly legal, if it would get me into any trouble. He told me it was all right. I signed because he explained to me it was perfectly legal for me to locate on behalf of this syndicate or association and on account of the friendship for Dorsey. I understood that I was acting in a representative capacity for these gentlemen and not for my own individual personal benefit.

Redirect Examination.

(By Mr. HALL.)

Q. When you say that Senator Dorsey and Dickinson, and these other people, were interested in this syndicate, and Mrs. Dorsey was interested in this syndicate, in what way do you mean they were interested.

A. Well, I didn't know at the time, as I state, Mrs. Dorsey was in it at all, but I knew Dorsey and his friends had got up a syndicate.

Q. Well, you mean that they were interested in these locations, or that they were interested financially in this syndicate?

(Testimony of Albert G. Shaw.)

A. I thought that the location was gotten up for a company which they might form later.

Q. Which they might form later? A. Yes.

Q. And did you hear later of the formation of any company?

A. Well, I think Haldeman told me once afterwards that this British-American—whatever you call it—was part of the result.

Q. Was the company that you had reference to, or that you understood was to be formed?

A. Yes; just hearsay. [318]

Q. Mr. Haldeman told you that?

A. I believe—yes; at least I heard it in Dorsey's office.

Q. You heard it in Senator Dorsey's office?

A. Yes.

Testimony of Roy Jones, for Plaintiff (Recalled).

ROY JONES, recalled in behalf of the plaintiff, testified further as follows:

Direct Examination.

(By Mr. HALL.)

My name is Roy Jones. I reside in Los Angeles. I am more or less retired now; I am a walnut rancher. I know of a corporation known as the British-American Oil Company. I am a stockholder and officer of that corporation and I am secretary and treasurer and one of the directors of the corporation. I have occupied the position of secretary and treasurer almost all the time since the corporation was organized. There was an intermission when I

(Testimony of Roy Jones.)

was away, when I was not secretary, but most of the time. I would like to correct my testimony. I have not been secretary and treasurer all the time since the corporation was organized, but since we took it. It was organized long before I was connected with it. I think it was organized in the summer of 1907. I became interested in the corporation in the latter part of January or somewhere along the first of February, 1908. At that time I had ten shares transferred to me and became a director. There were five directors who resigned, or some of them resigned, I think, and their stock was transferred; their individual stock was not transferred, but was cancelled and turned in, and supposed to be transferred, but the transaction was never entirely completed; that is, it was never issued.

I have the minute-books of the British-American Oil Company here. [319]

Q. May I see them, please?

(Witness produces book.)

Mr. HALL.—Let the record show that the witness, in response to my question, produces a bound book, which bears upon a red label on the outside the words “Minutes B. A. O. Co.”

I got possession of this book when I first became secretary. I have forgotten just when that was. I was not the secretary originally. It was turned over to me by my predecessor as the minute-book of the British-American Oil Company. I have kept it in my custody and under my control whenever I was

(Testimony of Roy Jones.)

secretary. I now produce it as the original book of the corporation.

Mr. HALL.—May it please your Honor, I desire to offer and read in evidence the minutes of the first meeting of the stockholders of the British-American Oil Company, found upon pages 1 and 2 of the book produced and identified by the witness, which are as follows:

“Aug. 30, 1907.

MINUTES OF THE FIRST MEETING OF
THE STOCKHOLDERS OF BRITISH-
AMERICAN OIL COMPANY.

Pursuant to due notice given to each and all of the stockholders of British-American Oil Company a meeting of the stockholders of said Company was held at the office of Columbia Trust Company in the City of Los Angeles, California, on Friday, August 30, 1907, at 9 o'clock A. M. for the purpose of considering and adopting by-laws for said corporation and transacting any and all other business which may come before said meeting.

“There were present at said meeting the following stockholders to-wit:

“A. H. Butler, Wm. Z. McDonald, E. E. Cole, A. H. Butler, Jr., and Henry Jones Thaddeus, being the owners and holders of all of the subscribed and all of the issued capital stock of said corporation.

“Upon motion duly seconded and carried E. E. Cole was elected chairman and Wm. Z. McDonald was elected secretary of the meeting.

“The chairman reported that the Articles of In-

(Testimony of Roy Jones.)

corporation of the Company had been duly filed in the office of the County Clerk of Los Angeles, County, California and in the office of the Secretary of State of the State of California, and that certificate of incorporation had [320] been duly filed by said secretary of state and a certified copy of the articles of incorporation refiled with the county clerk of Los Angeles County.

“A book of by-laws was exhibited and read by the stockholders and upon motion duly seconded and unanimously carried the by-laws were adopted as the by-laws of this Company.

“Upon Motion duly seconded and carried the directors mentioned in the Articles of Incorporation were declared to be directors of the Company to serve until the next annual stockholders meeting and until their successors were elected and qualified.

“Upon motion duly seconded and carried the meeting was adjourned.

“WM. Z. McDONALD,

“Secy.”

The COURT.—Let me ask a question there. Were any of these stockholders alleged locators?

Mr. HALL.—Not of those that I have just mentioned?

The COURT.—That is what I mean.

Mr. HALL.—That will come a little later, your Honor.

The COURT.—There are so many names I can't keep them separate in my mind.

Mr. WEIL.—Just for your Honor's information,

(Testimony of Roy Jones.)

all of these men that were interested in this thing were ultimately interested in the whole transaction.

Mr. HALL.—Yes, Mr. Butler and Mr. William Z. McDonald.

Mr. WEIL.—Yes.

Mr. HALL.—They became stockholders and continued as stockholders of the British-American Oil Company.

Mr. A. H. Butler was an oil man. Mr. William Z. McDonald was an oil operator. Mr. McDonald afterwards became and continued to be a stockholder of the British-American Oil Company after I had become interested in the company. Mr. E. E. Coe did not continue to be a stockholder in the company after I became interested. I think Mr. A. H. Butler, Jr., continued to be a stockholder in the company after I became interested. I will have to qualify that. The stock was not issued to him until much later. [321] I never saw Henry Jones Thaddeus. I understood he was a man that was financing an oil deal,—an artist; I never met him. I always understood he was an artist, a man with some money. It sounds like a paradox. He never had any connection with the corporation after I became connected with it. I heard he was an artist with money.

Mr. HALL.—That is almost as anomalous as a lawyer with money. I read now from pages 3 and 4 of the minute-book of the British-American Oil Company, as follows:

“Aug. 30, 1907.

“MINUTES OF THE FIRST MEETING OF
THE BOARD OF DIRECTORS OF THE
BRITISH-AMERICAN OIL COMPANY.

“Pursuant to notice given to each of the directors of said company a meeting of the Board of Directors of the British-American Oil Company was held at the office of Columbia Trust Company in the City of Los Angeles, California, at 9:30 o'clock A. M. of Friday August 30, 1907, for the purpose of certifying to the By-laws of the Company electing officers for the ensuing year and transacting any and all business affecting said Company to come before said meeting.

“There were present at said meeting the following directors:

“Albert H. Butler, E. E. Cole, Wm. Z. McDonald, Henry Jones Thaddeus and A. H. Butler, Jr., being all of the directors of the Company.

“On motion duly seconded and carried E. E. Cole was elected president of the Company; being present accepted the office and assumed its duties.

“Upon motion duly seconded and carried Wm. Z. McDonald was elected secretary of the Company and being present accepted the office and assumed its duties.

“On motion duly seconded and unanimously carried by-laws adopted at the previous meeting of the stockholders of the Company were duly ratified as the by-laws of the Company and it was resolved that the same be certified by majority of the Board

(Testimony of Roy Jones.)

of Directors and by secretary of the corporation as required by law.

“A recess having been taken and the meeting again called to order and all the directors being present the secretary reported that the by-laws adopted by the stockholders and ratified by the directors had been duly certified by the majority of the Board of Directors and by the Secretary of the Company.

“Upon motion duly seconded and carried the seal, impress of which is affixed to this page of the minutes of said meeting, was adopted as the official seal of said corporation. [322]

“Upon motion duly seconded and carried, certificate of stock, a copy of which is affixed to this page of minutes of said meeting was adopted as form for certificate of stock to be used and issued by this corporation.

“Upon motion duly seconded and carried the secretary was instructed to secure all books and stationery for corporation.

“Upon motion duly seconded and carried the meeting was adjourned.

(Seal)

WM. Z. McDONALD.”

Mr. HALL.—The page bears the impress of the corporate seal, and attached thereto by wire clip is a sample of stock certificate.

Mr. PRINGLE.—If your Honor please, I think on behalf of the Dominion Oil Company I would like to object to any of these matters which took place prior to the location of the oil claims. What was

(Testimony of Roy Jones.)

done with this company before that time is immaterial.

The COURT.—Very well.

Mr. HALL.—I want to show the condition.

Mr. PRINGLE.—I will take the Court's ruling.

That is all.

The COURT.—Yes.

Mr. PRINGLE.—And I object also to matters which transpired with the company subsequent to the lease to the Dominion as being immaterial.

Mr. HALL.—Your Honor will observe the minutes I just read are found upon pages 3 and 4 of the record. Now, I read from page 5 of the record, as follows—

Mr. WEIL.—What date are those minutes?

Mr. HALL.—This is February 3, 1908. The last ones were—

Mr. WEIL.—Do you mind indicating, for the benefit of the record here, that you have read the entire record of the corporation up to that time, and this is the entire record of the business of the corporation as disclosed by the minutes? [323]

Mr. HALL.—Yes, I want to get to that.

The COURT.—Up to the 1st of January, 1908?

Mr. L. W. ANDREWS.—The 1st of February, 1908.

Mr. HALL.—The 1st of February, 1908. The minutes I have read are all the minutes I find in the book of this corporation up to January 1st, 1908.

Mr. L. W. ANDREWS.—February 1st.

Mr. PRINGLE.—February 3d is the date.

(Testimony of Roy Jones.)

Mr. HALL.—These minutes end on page 4. I now read from page 5 as follows, to wit:

“MINUTES OF ANNUAL MEETING OF THE
STOCKHOLDERS.

“We, the undersigned, being the holders and owners of all of the subscribed and issued stock of the British-American Oil Company, hereby severally acknowledge receipt of due notice of the time and place of the holding of the annual meeting of the stockholders of said Company, and we hereby consent to the holding of said meeting at 2 o'clock P. M. on Monday, February 3d, 1908, being the first Monday of February of this year, at Room 721 Los Angeles Trust Building, Northeast corner of Second and Spring Streets, in the city of Los Angeles, California, at which meeting the Board of Directors shall be elected for the ensuing year and any and all business transacted which may properly come before said meeting.

STEPHEN W. DORSEY.

M. Z. ELLIOTT.

WM. Z. McDONALD.

FRANK R. STRONG.

ROY JONES.”

I recognize my own signature to these minutes. I have seen the signatures of the others very often. I would say that these are the signatures of several men attached to these minutes. They are the signatures of Stephen W. Dorsey, M. Z. Elliott, William Z. McDonald, Frank R. Strong, and Roy Jones.

(Testimony of Roy Jones.)

Mr. WEIL.—They were all interested in this syndicate. That was the time this syndicate took this corporation over.

The COURT.—Elliott is one of the trustees?

Mr. HALL.—Elliott is one of the trustees, and Frank R. Strong [324] is another of the trustees.

The COURT.—And you have Dorsey also?

Mr. HALL.—And McDonald, William Z. McDonald, M-c-D-o-n-a-l-d,—I don't want to get another play on words here,—and Frank R. Strong and Roy Jones.

Mr. PRINGLE.—Now, enter the arch conspirators.

Mr. HALL.—Now, the scene shifts,—on the surface.

Mr. HALL.—I now offer and read in evidence that portion of the minutes from the book identified by the witness which are found on pages 6 and 7 of the record as follows—I find pasted at the top a letter, part of which is gone. The general letterhead is “A. H. Butler & Company, Investments, 20 Broad Street, New York”:

“New York, October 21st, 1907.

“British-American Oil Company,

“Los Angeles, California.

“Gentlemen: I hereby tender my resignation as a director in your company.

“Yours very truly,

“A. H. BUTLER.”

The typewritten minutes of the meeting I read as follows:

“Feb. 3, 1908.

“Stockholders.

“Pursuant to due notice given to all the stockholders of the British-American Oil Co., and in further pursuance of the foregoing consent of the stockholders and owners, the meeting of the British American Oil Co. was held at 2 o'clock P. M. on Feb. 3d, 1908, at Room 721 L. A. Trust Building, north-east corner of Second and Spring Streets, Los Angeles, California.

Present: Stephen W. Dorsey.....10 shares
 Roy Jones10 shares
 M. Z. Elliott.....10 shares
 Wm. Z. McDonald.....10 shares
 Frank R. Strong.....10 shares

being all of the subscribed and issued stock of the company;

“Whereupon, the following business was transacted:

“Stephen W. Dorsey was elected Chairman; M. Z. Elliott was elected Secretary of the meeting. [325]

“On motion of Mr. McDonald, seconded by Mr. Strong, the following resolution was adopted:

“‘WHEREAS, Elmer E. Cole, A. H. Butler, Sr., and A. H. Butler, Jr., and H. J. Thaddeus, heretofore directors of this company, have each of them tendered their resignation as a member of the Board of Directors, and have each of them ceased to be stockholders of this company;

NOW, THEREFORE, RESOLVED, that the office of each of said Directors be, and the same is, hereby declared to be vacant,’

which said resolution was unanimously carried.

“On motion of Mr. Jones, seconded by Mr. McDonald, the following resolution was adopted:

“‘RESOLVED, that we proceed with the election of five Directors to act as Directors for this company for the ensuing year and until their successors are elected and qualified,’

“Feb. 3-1908.

“Stockholders Continued.

which motion was unanimously carried.

“Nominations for Directors being in order, Stephen W. Dorsey, Roy Jones, M. Z. Elliott, Frank R. Strong, and Wm. Z. McDonald were duly placed in nomination as Directors of this company for the ensuing year. There being no further nominations, on motion, duly seconded and carried, the nominations were closed.

“On motion of Mr. Jones, seconded by Mr. Strong and unanimously carried, the Secretary was instructed to cast the ballot of all of the stock represented at this meeting for each of the foregoing gentlemen as and to be a director of this company for the ensuing year.

“The secretary reported that he had cast the ballot of the entire stock represented, to wit: 50 shares of stock, being all of the subscribed and issued stock of the company, for each and all the following named gentlemen to be directors of the company for the ensuing year, to wit:

For Stephen W. Dorsey.....50 votes

For Roy Jones50 votes

For M. Z. Elliott.....50 votes

For Frank R. Strong.....50 votes

For W. Z. McDonald.....50 votes

“WHEREUPON, the Chairman declared the above-named gentlemen, and each of them, elected Directors of this company for the ensuing year.

“On motion duly seconded and carried, the meeting of the stockholders took a recess until 4 P. M. of this date.

“M. Z. ELLIOTT,

“Secretary.”

Mr. HALL.—I read from page 8 as follows:

“WE, the UNDERSIGNED, being all the Directors of the British-American Oil Co., hereby consent to the holding of a meeting of the said Board of Directors at 3 o'clock P. M., Monday, Feb. 3d, 1908, at room 721 L. A. Trust Building, north-east corner of Second and Spring Streets, Los Angeles, California, for the purpose of electing officers for the ensuing year and [326] transacting any and all other business which may come before said meeting.

“STEPHEN W. DORSEY,

“M. Z. ELLIOTT.

“WM. Z. McDONALD.

“FRANK R. STRONG.

“ROY JONES.”

“Feb. 3, 1908.

“Pursuant to the above consent and all the Directors being present, the meeting of the Board of

Directors of the British-American Oil Co. was held at the time and place therein specified, and the following business was transacted:

“On motion of Director Jones, seconded by Director Dorsey and unanimously carried, Director Elliott was elected President for the ensuing year.”

Mr. HALL.—I read from page 9 of the same record:

“Feb. 3, 1908—Continued.

“On motion of Director Strong, seconded by Director McDonald, Director Jones was elected Vice-President and Treasurer.

“On motion of Director Dorsey, seconded by Director Elliott, Director Strong was elected Secretary for the ensuing year.

“On motion duly seconded and unanimously carried, George C. Haldeman was elected Assistant Secretary of the Company to perform all the duties of the Secretary in his absence.

“Each of the foregoing officers being present, accepted and assumed the duties of the office.

“On motion, duly seconded and carried, Room 721 L. A. Trust Building, northeast corner of Second & Spring Streets, Los Angeles, California, was selected to be the office of the Company.

“On motion of Director Jones, Seconded by Director Dorsey, the President and Secretary and Director McDonald were elected as an Executive Committee with full power to act in all matters concerning the affairs of the company, in absence of the meet-

ing of the Board provided, however, such action shall in all cases be unanimous.

“On motion of Director Dorsey, seconded by Director Jones, the following resolution was carried by the vote of Directors Dorsey, Jones and McDonald, Directors Strong and Elliott being present but not voting, to-wit:

“WHEREAS, this company has received the following offer from Frank R. Strong and M. Z. Elliott, Trustees:

“ ‘Los Angeles, California, Feb. 3-1908.

“To the British-American Oil Co.,

“Los Angeles, Cal.

“Gentlemen:

“We hold as Trustees, for our principals, with full authority to make disposition thereof, and subject to the conditions hereinafter stated, 207 oil claims, or placer mining claims in Kern County, Cal., and 25 oil claims or placer mining claims in Fresno County, California, covering an aggregate of about 32,000 acres, and [327] being the same claims and property conveyed to us by those two certain deeds dated January 31, 1908, from B. Adams et al. and Wm. Z. McDonald et al., which said property has been conveyed to us with the understanding that we would convey, or cause to be conveyed, claims embracing 640 acres of said land to each of the following persons, to wit:

To Frank R. Strong.....	640 acres,
To Wm. Z. McDonald.....	640 acres,
To Stephen W. Dorsey.....	640 acres,

To John P. Jones.....640 acres,
To M. Z. Elliott.....640 acres,
upon payment to us of the consideration of \$1.00
from each of said persons, and no other or further
consideration to be paid therefor. Said land to be
selected from said property by said above-named
gentlemen, such selection to be in writing, signed by
all of said persons.

“It was further the understanding that from the
first proceeds of the sale of any part of the remain-
ing portion of said property we should cause to be
paid to the above-named individuals the sum of
\$2499.90 in the proportions hereinafter specified.

“Now, therefore, we hereby make you the follow-
ing proposition:

“We will convey to you all of our right, title and
interest in, to and respecting each and all of said
232 placer mining claims in Kern and Fresno Coun-
ties, California, for and in consideration of the issu-
ance to us, or on our order, of 249,950 shares of the
capital stock of the British-American Oil Company,
as fully paid up, and upon the further agreement
upon your part to convey (in ink) claims covering
(typewriting) 640 acres of said land to Stephen W.
Dorsey, and to convey claims covering 640 acres of
said land to John P. Jones, and to convey claims
covering 640 acres of said land to M. Z. Elliott, and
convey claims covering 640 acres of said land to
Frank R. Strong, and further to convey claims cov-
ering 640 acres of said land to Wm. Z. McDonald
(making total amount to be conveyed by you to said

parties 3200 acres) upon the payment to you of the sum of \$1,00 from each of said parties and without exacting any further consideration, said conveyance to be made to said parties of such land as they shall select from the property to be conveyed to you by us hereunder, said selections to be in writing and to be signed by all of said parties.

“And for the further consideration of your agreeing that out of the first proceeds received from the sale of the remaining portion of the said property to be conveyed to you, you shall and will pay the above named parties amounts as follows, to-wit:

To Frank R. Strong.....	\$1000.00
To Stephen W. Dorsey.....	\$ 500.00
To John P. Jones.....	\$ 999.90
To W. Z. McDonald.....	\$
To M. Z. Elliott.....	\$

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“Your acceptance of the foregoing offer and agreement to carry out the terms thereof, in the form hereinbelow set forth, will constitute this a good, valid and binding contract for the purposes herein set forth.

“(Signed) FRANK R. STRONG,

“(Signed) M. Z. ELLIOTT,

“Trustees.”

“Los Angeles, Cal., Feb. 3, 1908.

“Messrs. Frank R. Strong and M. Z. Elliott.

“Gentlemen:

“We hereby accept the above and foregoing proposition and agree to all and singular the terms and

provisions thereof, and constitute the same a good, valid and binding contract for the purposes herein set forth.

“Yours truly,

“BRITISH-AMERICAN OIL CO.

“By _____,

“Its Vice-President.

“By _____,

“Its Asst. Secretary.”

“AND WHEREAS, The deeds in said offer referred to have been exhibited to and examined by this Board of Directors, and the Board are familiar with the character and location of the placer mining claims and properties in said offer and said deeds referred to and described; and,

“WHEREAS, It is deemed for the best interests of this company that this company should purchase said properties, for the consideration in said offer named,

“NOW, THEREFORE, BE IT RESOLVED, That said offer be, and the same is, hereby accepted and all and singular the terms thereof agreed to; and,

“RESOLVED, Further that the Vice-President and the Assistant Secretary of this company be, and they are, hereby authorized, empowered and directed for and on behalf of this company, in its name, under its seal and as its act and deed, to make written acceptance of said offer in the form therein set forth.

“RESOLVED, Further that upon execution and delivery to this company of deed conveying all the right, title and interest of said Frank R. Strong and

said M. Z. Elliott, Trustees, in and to the property described in said offer, that the Vice-president and Assistant Secretary of this company be, and they are, further authorized, empowered and directed to issue and deliver to said Frank R. Strong and M. Z. Elliott, Trustees, or to such persons as they may designate, 249,950 shares of the capital stock of this company, issued as fully paid up.

“RESOLVED, further that upon presentation of written selection signed by Frank R. Strong, Wm. Z. McDonald, Stephen W. Dorsey, John P. Jones and M. Z. Elliott, designating the properties aggregating 3200 acres, which are to be conveyed to said individuals, the Vice-president and Assistant Secretary of this company shall, for and on behalf of this company, and in its name, under its seal and as its act and deed, execute and deliver to said persons, severally, proper deeds conveying the [329] placer mining claims covering the properties *to* specified by said written selection.

“RESOLVED, further, that from the first proceeds received from the sale of the remaining portion of said property, covered by said offer, or any part thereof, there shall be paid to the persons specified in said offer, the several amounts as set forth in said offer, the aggregate amount of such items being \$2499.90.

“On motion duly seconded and carried, the meeting of the Board of Directors was adjourned until 2 o'clock Tuesday, Feb. 11, 1908.

“FRANK R. STRONG,

“Secretary.”

Mr. HALL.—I read from page 14 of the minutes as follows:

“Feb. 3—1908.

“MINUTES OF ADJOURNED STOCKHOLDERS MEETING.

“The adjourned meeting of the stockholders of the British-American Oil Co. was held at 4 o'clock P. M. February 3rd, 1908. All the stockholders present.

“On motion of Director Jones, seconded by Director Dorsey, and unanimously carried, the following resolution was adopted:

“WHEREAS, the minutes of the meeting of the Board of Directors as held on this day and recorded on pages 8 to 14 of the Minute Book of this company, have been read and are understood by all the stockholders of the company; and,

“WHEREAS, it is deemed for the best interest of the company that the offer, a copy of which is set forth on pages 9 to 12 on the minute book of this company, should be accepted and the property therein offered to be conveyed, should be acquired by this company for the consideration therein specified,

“NOW, THEREFORE, BE IT RESOLVED, that the acts of the directors in accepting said offer be, and the same are, hereby approved;

“RESOLVED, further that all and singular the acts of the Board of Directors as herein recorded on pages 8 to 14 of the minutes of this company be, and the same are, hereby ratified and approved.

“That the undersigned, being all the stockholders of the British-American Oil Co., hereby certify that we were present at the foregoing adjourned stockholders’ meeting and joined in the vote ratifying the acts of the Board of Directors, and we hereby severally ratify and approve all and singular the acts of the Board of Directors recorded on pages 8 to 14 of the minutes of this company.”

Mr. HALL.—I read now from page 15 of the minute-book, which bears the date at the top April 26, 1909:

“April 26, 1909. [330]

MEETING OF THE BOARD OF DIRECTORS OF THE BRITISH AMERICAN OIL COMPANY, held at the office of the company at 10:30 A. M., April 26, 1909, pursuant to notice, (in ink) in writing given to each director

“Present at meeting—Director Elliott in the chair, and Directors Jones, McDonald and Strong; absent Director Dorsey.

“On motion duly seconded and carried the reading of the minutes of the last meeting were dispensed with.”

Mr. HALL.—I also offer the minutes found on page 16, under date of April 26, 1909:

“April 26, 1909.

“MEETING of the BOARD OF DIRECTORS of THE BRITISH AMERICAN OIL COMPANY, held at the office of the company at 10:30 a. m. April 26, 1909, pursuant to notice, (in ink) in writing given to each director.

“Present at meeting—Director Elliott in the chair, and Directors Jones, McDonald and Strong; absent Director Dorsey.

“On motion duly seconded and carried the reading of the minutes of the last meeting were dispensed with.

“Mr. Albert H. Butler presented to the directors copy of contract between British American Oil Company as party of the first part and James C. Yancey, as second party dated April 12, 1909, for the selection and leasing by Yancey of portions of the property of this Company, on a royalty of one-sixteenth ($1/16^{\text{th}}$), together with option to purchase one or more quarter sections, as desired, which contract having been duly read and considered by the Board, the following resolution on motion duly seconded, was unanimously adopted:

“RESOLVED: That the execution by Albert H. Butler on behalf of this Company of contract dated April 12, 1909 between this Company as party of the first part and James C. Yancey as party of the second part and which contract has at this time been presented to and read by this Board of Directors, be and the same is hereby ratified, confirmed and approved.

“RESOLVED, FURTHER, that said contract be and the same is hereby ratified and constituted a contract of this Company. And,

“That the extension of time granted to Mr. Yancey for the selection of land under said contract

up to May 5, 1909 be and the same is hereby ratified and approved,

“On motion by Director McDonald, seconded by Director Jones, the following resolution was unanimously adopted:

“WHEREAS, A. H. BUTLER has negotiated a contract with James C. Yancey under which the said Yancey is to develop and operate certain of the oil lands held by this Company, and,

“WHEREAS, the said Butler under the arrangement made with him is entitled to a commission of Twenty-five per cent (25%) of all this company received or is to receive from the same Yancey under the aforesaid agreement, and, [331]

“WHEREAS, the said Butler is now engaged in negotiating arrangements with others for the taking over and operating of other of the oil lands belonging to this Company under a like arrangement as to commission,

“NOW, THEREFORE, it is resolved that the officers of this Corporation be and they hereby are authorized, empowered and directed to execute in the name and under the seal of this corporation an agreement with the said Butler transferring and conveying to him an undivided one-fourth ($\frac{1}{4}$) of all which this Company may at any time receive under the leases made to the said Yancey or his assigns and authorizing payment in money or property directly to the said Butler as the same become due and payable under the said leases.

“And the officers of this Company are further

authorized and directed to execute similar agreements from time to time, covering all the arrangements which may be entered into by this corporation for the disposal of its oil lands to people interested by the said Butler or upon arrangements negotiated by him.

“On resolution of Director McDonald, seconded by Director Jones, and unanimously carried, the Secretary and President were instructed to issue stock to the various persons entitled thereto in accordance with the contract of this company therefor, heretofore entered into.

“On motion duly seconded and carried, the meeting was adjourned.

FRANK R. STRONG,
Secretary.”

Mr. HALL.—I also offer the minutes found on page 17, under date of May 19, 1909. This refers to this particular section:

“May 19, 1909.

“SPECIAL MEETING of the BOARD OF DIRECTORS of the BRITISH AMERICAN OIL COMPANY held at the office of the Company 721 Trust Building, Los Angeles, California, at the call of the President and pursuant to notice duly mailed to each director, May 19th, 1909.

“Present M. Z. Elliott, in the chair, W. Z. McDonald, Frank Strong, and Roy Jones. Absent S. W. Dorsey.

“The reading of the minutes of the preceding meeting was postponed.

“It was moved by Mr. Strong and seconded by Mr. Jones that Mr. Butler’s propositions in regard to deeding the N. W. $\frac{1}{4}$ of Sec. 15, Tp. 31 South, Range 22 East—S. W. $\frac{1}{4}$ of Sec. 34 Tp. 28 South, Range 20 East—two quarters of Sec. 33, Tp. 28 South, Range 20 East, to the COMBINATION OIL COMPANY, in exchange for one-fifth ($\frac{1}{5}$ th) of its capital stock, also his request for abstracts thereon, also his request for an option on certain other lands, be laid on the table until after the Board of Directors shall visit the ground and the Secretary is hereby directed to notify Mr. Butler of this action.

“On roll call the directors voted aye and the motion was carried.

“It was moved by Mr. McDonald and seconded by [332] Mr. Jones that the Kern County deeds be compared with the location notices and recorded. All directors voting aye, the motion was carried.

“It was moved by Mr. McDonald and seconded by Mr. Strong that all the papers of the corporation be collected and placed in the custody of the Secretary. All directors voting aye, the motion was carried.

“It was moved by Mr. McDonald and seconded by Mr. Strong that the meeting adjourn until Tuesday, May 27th 1909, at 9 o’clock a. m. All directors voting aye, the motion was carried.

“FRANK R. STRONG,

“Secretary.”

Mr. HALL.—There is another meeting on page

18, which we offer. There was nothing important in that. It just adjourned.

“May 27, 1909.

“May 27, 1909.

“Adjournment of the called meeting of May 19th, 1909 of the British-American Oil Company.

“Present: Frank Strong and Roy Jones.

“Absent: W. Z. McDonald, M. Z. Elliott and S. W. Dorsey.

“There being no quorum, those present adjourned the meeting until Thursday, June 3rd at 9:30 A. M.

“FRANK R. STRONG,

“Secretary.”

Mr. HALL.—On page 19, I read as follows, under date of June 3, 1909:

“June 3, 1909.

“June 3, 1909.

“Adjournment of the adjourned meeting of May 27th, 1909, of the British American Oil Company.

“Present: Vice-President Jones in the chair, F. R. Strong, and W. Z. McDonald.

“Absent: M. Z. Elliott, and S. W. Dorsey.

“The reading of the minutes of the preceding meetings was postponed. It was moved by Mr. Strong and seconded by Mr. McDonald that the following telegram be sent to Mr. A. H. Butler.

““Mr. A. H. Butler, 20 Broad Street, New York. Directors reject stock proposal—will lease to Combination quarter fifteen eighth royalty provided work begins in fifteen days.””

Signed — BRITISH — AMERICAN — OIL —
COMPANY.

“The motion was unanimously carried.

“It was moved by Mr. McDonald and seconded by Mr. Strong that Mr. Andrews be requested to ascertain what can be done with an attorney in regard to advice on the Company’s rights and prosecuting them, if the Board so decides. The motion was unanimously carried.

“It was moved by Mr. Strong and seconded by Mr. McDonald that the Secretary’s letter of June 1st addressed to Mr. Drake authorizing a compromise on section 30 be ratified. The motion was unanimously carried.

“It was moved by Mr. McDonald and seconded by Mr. [333] Strong that the meeting adjourn until 9:30 Tuesday morning, June 8th. The motion was unanimously carried.

“FRANK R. STRONG,
“Secretary.”

Mr. HALL.—I also read in evidence the minutes of June 8, 1909, on page 20, and the minutes of June 12, 1909, on page 20;

“June 8, 1909.

“Adjourned meeting of the British American Oil Company June 8, 1909.

“Owing to the lack of a quorum, the Secretary, Mr. Strong, adjourned the meeting to June 12, 1909.”

“June 12, 1909.

“Adjourned meeting of the British American Oil Company. June 12, 1909.

“Present—M. Z. Elliott in the chair, W. Z. McDonald, Frank Strong and Roy Jones.

“Absent:—S. W. Dorsey.

“It was moved by Mr. McDonald seconded by Mr. Strong that the Secretary be instructed to write to the Interior Department for recent rulings on the developments of oil lands in regard to the rights of locators. The motion was unanimously carried.

“It was moved by Mr. Roy Jones, seconded by Mr. McDonald that the Company do its assessment work on ‘Gypsum’ in section four, and that the President be authorized to take the necessary steps. The motion was unanimously carried.

“It was moved by Mr. McDonald seconded by Mr. Strong that if upon examination the title proved good on sections ten and fifteen, that the president be authorized to use his judgment about taking steps to maintain possession, and that the same authorization be extended to any other lands of the Company where there is adjacent development. The motion was unanimously carried.

“Upon motion of Mr. Strong, seconded by Mr. McDonald, the meeting then adjourned, to meet subject to the call of the chair.

“FRANK R. STRONG.”

Mr. HALL.—I also offer the minutes of September 11, 1909, on page 21:

“Sep. 11, 1909.

“Special meeting of the Board of Directors of the British American Oil Company held at the office

of Strong & Dickinson at 10 A. M., September 11, 1909, pursuant to the call of the chair.

“Present: M. Z. Elliott in the chair, Frank Strong, W. Z. McDonald and Roy Jones.

“Absent: S. W. Dorsey.

“The Secretary read the minutes of the meeting of June 3, 1909, and the meeting of June 12, 1909, which upon motion of Mr. McDonald, seconded by Roy Jones were approved by the Board.

“The following resolution was offered by director McDonald, seconded by director Strong and unanimously passed. [334]

“Resolved that the installation of five oil rigs with equipment complete for the drilling of commercial wells upon any five eighty acre tracts mentioned and described in the selections made by Adolph J. Griet under either or all of his three contracts bearing dates respectively: Twentieth day of April, 1909; Eighth day of July, 1909, and the Fifteenth day of August, 1909, and the continuous prosecution of the work of drilling commercial wells upon such five eighty acre tracts shall be deemed and treated as a full compliance by him with the requirements of each and every of said contracts as to the wells which shall be drilled or the drilling of which shall be commenced before the first day of January, 1910, provided always that the foregoing modification of the said contracts shall not operate to in any way modify or affect the requirements of the said respective con-

tracts concerning the performance of assessment work upon eighty acre tracts included therein other than those to be drilled upon.'

"The attached resolution (affixed to page 22 of minutes) was introduced by director McDonald and seconded by director Jones and unanimously passed.

"Mr. Griet through his representative Judge Wilson W. Hoover, made the following statement namely that the acceptance of the ratification of the foregoing extension of contract is subject to his written statement that Mr. Griet will repay any expense that may be incurred before September 30, 1909 for the erection of derricks, etc. for the purpose of protecting the title to the N. W. one quarter of section 15, T. S. 31, South, Range 23 E. M. D. B. & M.

"Upon motion of Mr. Strong, seconded by Mr. Jones the meeting then adjourned subject to the call of the chair.

"FRANK R. STRONG.

"Sec'y."

Mr. HALL.—I will read the resolution which refers to those contracts, so that your Honor may have it all.

Mr. WEIL.—We object to that. There is another resolution covering this particular piece of land, and this is evidently referring to a contract on some of those other 32,000 acres. I suggest it be copied into record, if it is of any importance, and not be read.

The COURT.—Let counsel for the Government exercise his own judgment on that.

Mr. HALL.—I want to present all these matters to your Honor. I will have to read them sometime; if I don't do it now, I will have to take the time later on. [335]

The COURT.—Go ahead.

(Thereupon Mr. Hall read the resolution referred to, found on page 22 of the minute-book, as follows:)

“RESOLVED that the contract heretofore entered into by Stephen W. Dorsey, as the duly authorized agent of this Company with Adolph J. Griet, of the City, County and State of New York, under date of the Twentieth day of April, 1909, which has been read and ordered on file, subject to correction by inserting the word ‘Oil’ instead of ‘Petroleum’ in the corporate title of said Company, be and the same is hereby approved as to each and all of the terms, provisions, covenants, agreements and conditions therein contained, and to be performed by either of the parties thereto.

“And be it further

“RESOLVED that in compliance with the request of the said Adolph J. Griet if his examination of the property and selection of the respective eighty acre tracts therein mentioned, and the notice in writing of said selection if made and completed, and such notice in writing is given by him on or before the thirtieth day of September, 1909, the same shall be deemed to be, and treated as, a full compliance with

the terms and requirements of said contract in that regard. And be it further

“RESOLVED that the contract heretofore entered into by Stephen W. Dorsey, as the duly authorized agent of this Company with Adolph J. Griet of the City, County and State of New York, under date of the Eighth day of July, 1909, which has been read and ordered on file, subject to correction by inserting the word ‘Oil’ instead of ‘Petroleum’ in the corporate title of said Company, be and the same is hereby approved as to each and all of the terms, provisions, covenants, agreements and conditions therein contained, and to be performed by either of the parties thereto.

“RESOLVED that in compliance with the request of the said Adolph J. Griet if his examination of the property and selection of the respective eighty acre tracts therein mentioned, and the notice in writing of such selection, if made and completed, and such notice in writing is given by him on or before the thirtieth day of September, 1909, the same shall be deemed to be, and treated as, a full compliance with the terms and requirements of said contract in that regard. And be it further.

“RESOLVED that the contract heretofore entered into by Stephen W. Dorsey, as the duly authorized Agent of this Company with Adolph J. Griet of the City, County and State of New York, under date of the Fifteenth day of August, 1909, which has been read and ordered on file, subject to correction by inserting the word ‘Oil’ instead of

'Petroleum' in the corporate title of said Company, be and the same is hereby approved as to each and all of the terms, provisions, covenants, agreements and conditions therein contained, and to be performed by [336] either of the parties thereto. And be it further

"RESOLVED that in compliance with the request of the said Adolph J. Griet if his examination of the property and selection of the respective eighty acre tracts therein mentioned, and the notice in writing of said selection, if made and completed, and such notice in writing is given by him on or before the thirtieth day of September, 1909, the same shall be deemed to be, and treated as, a full compliance with the terms and requirements of said contract in that regard. And be it further

"RESOLVED that the Secretary of the Company be and is hereby authorized to amend the originals of the above named contracts held by the said Adolph J. Griet, by erasing the word 'Petroleum' and substituting the word 'Oil' in the corporate title of the said Company wherever the same appears in each and every one of the said contracts."

Mr. HALL.—Now, I read from page 23 of the records:

"Los Angeles, Cal. Sept. 11, 1909.

"The British-American Oil Co.,

"Los Angeles, Cal.

"Gentlemen:

"Confirming my oral statement to your Board of Directors, I have to say on behalf of Mr. Adolph

Greit as his representative that the confirmation by you of the existing contracts held by him from the Company, bearing dates respectively in April 20th, 1909, June 22nd, 1909 and August 15th, 1909, are accepted by him subject to your right to erect derricks and make expenditures in order to protect the Northwest quarter of Section Fifteen (15), township 31 south, Range 23 East, and if said quarter section is included within his selection under either or any of said contracts that he will reimburse your company for any expenditures by them so made.

“Yours respectively,

“WILSON W. HOOVER.”

Mr. WEIL.—That is the land in controversy.

Mr. HALL.—That is the land in controversy. I read from page 24:

“Sep. 27, 1909.

“Special meeting of the British-American Oil Company held 11 A. M. September 27th pursuant to the call of the chair at the office of Lewis Andrews in the Union Trust Building, Los Angeles, Cal.

“Present: M. Z. Elliott in the chair, W. Z. McDonald, Roy Jones and Frank Strong.

“Absent: S. W. Dorsey.

“The reading of the minutes of the meeting of September 11th was postponed. It was moved by director McDonald, seconded by director Strong that Mr. M. Z. Elliott (The president), be empowered to negotiate a [337] lease on the S. W. $\frac{1}{4}$ of section 4, T. S. 31 South, Range 22 E., M. D. B. & M., or to protect the title to it as he may see fit. The motion

(Testimony of Roy Jones.)

was carried. All directors present voting aye on roll call.

“It was moved by director McDonald seconded by director Jones that attorney Andrews be instructed to draw a lease in favor of Geo. Dickinson for the N. W. $\frac{1}{4}$ of Section 15, T. S. 31 South, Range 22 East, M. D. B. & M., for a period of twenty-five years with perpetual pumping clause upon one tenth royalty with an option to purchase within three years, the whole or a minimum of eighty acres at \$250.00 per acre. The motion was carried. All directors present voting aye upon roll call.

“Upon motion of director McDonald, seconded by director Strong, the meeting adjourned subject to the call of the chair.

“FRANK R. STRONG,

“Sec’y.”

Mr. HALL.—I read from page 25, November 30, 1909, the minutes—

Mr. WEIL.—Now, one moment. As far as the lessees are concerned, that is the beginning of our chain of title, and it passed out of the British-American, and any further action on the part of the British-American could not be binding on the Bankline or Elliott or the Dominion Oil Company. The action of the lessor certainly would not control the lessee from that time forward, and I make that objection, and on the further ground it is immaterial and irrelevant.

The COURT.—What is the propriety of the rec-

(Testimony of Roy Jones.)

ord? What do you claim for that, made after this lease?

Mr. HALL.—To show whatever interest was yet remaining in the British-American Oil Company was handled by it as its own, and there was no reference whatever to any locators or any rights or interests other than the British-American Oil Company in those lands.

Mr. WEIL.—We admit after this conveyance the British-American Oil Company claimed to own that land.

The COURT.—After the conveyance of March, 1908?

Mr. WEIL.—Well, whatever conveyance it was.
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Mr. PRINGLE.—May, 1909.

Mr. WEIL.—May, 1909. There is no contention that the locators had any individual interest in this land. As a matter of fact, we understood they did not have.

Mr. HALL.—Or were given any consideration or compensation.

Mr. WEIL.—Other than the stock of the corporation.

Mr. HALL.—Well, they were not all given stock. Of course that will be shown by the stock book?

The COURT.—Well, I don't think it is necessary to read it. I do not know of any other minutes of any other meetings of the British-American Oil Company which are not included in this book. No others were turned over to me at the time I became

(Testimony of Roy Jones.)

secretary of the corporation. It is my impression that all of the minutes so far as you have read them from this book correctly represent all of the meetings which were held during the period of time up until November 30, 1909. I know of no other minutes which were kept in any other book. I know of no meetings of the corporation or of the directors of the corporation the proceedings of which are not recorded in this book. I think these minutes truly and correctly represent the proceedings at the meetings.

Q. Have you now the stock book of the British-American Oil Company, the stock ledger?

(Witness produces book.)

Q. Will you please turn to the book and tell me who were the stockholders of the British-American Oil Company from the time of its organization in August, 1907, up to and including the first day of January, 1908?

A. This stock journal shows nothing prior to March, 1910.

Q. (By Mr. HALL.) Nothing prior to March, 1910. Have you any records of the British-American Oil Company which show who [339] were the stockholders of the British-American Oil Company prior to January 1st, 1908?

A. Nothing but the stock-book.

Q. Have you the stock-book with you?

A. Yes.

Q. Will you turn to that, please, and tell me who were the stockholders during that period of time,

(Testimony of Roy Jones.)

and how much stock each stockholder owned?

A. According to this book, certificate No. 1 for 10 shares was issued to Elmer E. Cole; certificate No. 2 for 10 shares to A. H. Butler, Jr.; certificate No. 3 for 10 shares to A. H. Butler; certificate No. 4 for 10 shares to William Z. McDonald; certificate No. 5 for 10 shares to Henry J. Thaddeus.

Q. What dates were those certificates issued?

A. January 15, 1908.

Q. January 15, 1908? A. Yes.

Q. And these certificates which you have read, to the five persons for 10 shares each, were all of the shares of stock that were issued by that corporation from the date of its incorporation up to January 15, 1908?

A. That is all that the stock-book shows. I don't know of anything else. I had nothing to do with the company at that time.

The COURT.—What date was that, Mr. Hall?

Mr. HALL.—January 15, 1908.

Q. After January 15, 1908, have you the records of the company that show what stock was next issued, and to whom, and in what number of shares?

A. Yes. [340]

Q. Will you please tell the Court?

A. The stock journal, the ledger, shows that.

Q. Will you take it from that and get it into the record?

Mr. HALL.—I know I got it from the stock-book myself, but I supposed the ledger and the journal showed it.

(Testimony of Roy Jones.)

A. March 10, 1910, certificate No. 1 for 1,000 shares, issued to William Z. McDonald; certificate No. 2, 1,000 shares, William Z. McDonald, certificate No. 3, 1,000 shares, William Z. McDonald; certificate No. 4 for 192 shares, William Z. McDonald; certificate No. 5, for 50 shares, issued to Frank H. Hudson; certificate No. 6, for 1,000 shares, issued to M. Z. Elliott; certificate No. 7, for 1,000 shares, issued to M. Z. Elliott; certificate No. 8, 1,000 shares, issued to M. Z. Elliott; certificate No. 9 for 192 shares, to M. Z. Elliott; certificate No. 10 for 3,192 shares issued to J. P. Jones, returned and not taken, because it was reissued later on differently.

Q. May I ask you, Mr. Jones, who was J. P. Jones?

A. My father, and one of the members of this association.

Q. And your father is now dead? A. Yes.

Q. You may go ahead.

Mr. PRINGLE.—He is generally spoken of as Senator Jones.

A. Yes. On March 12, certificate No. 11, to S. W. Dorsey for 1,000 shares; certificate No. 12 to S. W. Dorsey for 1,000 shares; certificate No. 13 to S. W. Dorsey for 1,000 shares; certificate No. 14 to S. W. Dorsey for 192 shares; certificate No. 15, on the same date, to L. W. Andrews, for 1064 shares; certificate No. 16 to George W. Dickinson for 1,064 shares; certificate No. 17 to Frank R. Strong for 1,064 shares; then certificate No. 18, under the same date, to Roy Jones, for [341] one share, and to John P. Jones, certificate No. 19, for 3,191 shares covering